



COUNTY OF DARE

PO Box 1000, MANTEO, NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

Dare County Administration Building
954 Marshall C. Collins Dr., Manteo, NC

Monday, June 03, 2024

“HOW WILL THESE DECISIONS IMPACT OUR CHILDREN AND FAMILIES?”
Caring for Our Community – A Nurturing Place Where All Can Live and Grow.

- 9:00 AM** **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Service Pins - June, 2024
- ITEM 3** Employee of the Month – June
- ITEM 4** Public Comments
- ITEM 5** **Public Hearing** – Manager’s Proposed FY 2025 Budget
- ITEM 6** **Public Hearing** – Zoning Text Amendment to Section 22-17.2 – Martins Point Commercial
- ITEM 7** **Public Hearing** – Zoning Text Amendment to Section 22-32.2 MH-A Zoning District
- ITEM 8** Quasi-Judicial Hearing on Amendment to SUP #2-2020 issued to William & Shelly Daughtry
- ITEM 9** Proposed Amendment to Chapter 96 Littering to Include the Releasing of Balloons
- ITEM 10** Grant Pass Through for Wanchese Seafood Park
- ITEM 11** Dare County N.C. Cooperative Extension Report to the People
- ITEM 12** 2024 Men’s Health Month Proclamation
- ITEM 13** Ferry Service for Rural Communities Program – NCDOT Ferry Division Letter of Support
- ITEM 14** Budget Amendments to Move Unrestricted Amounts to the General Fund from the Home Health & Hospice Fund & the Coronavirus Relief Fund and to Close the Coronavirus Relief Fund
- ITEM 15** Recommended Capital Improvements Plan for the County, Dare County Schools, and the Water Fund
- ITEM 16** **Consent Agenda**
- 1. Approval of Minutes (4/17/24 & 05/07/24)
 - 2. Renewal of Agreement with Outer Banks SPCA
 - 3. Resilient Coastal Communities Programs Applications
 - 4. FY26 Delegation of Authority – Transportation
 - 5. 2024 Avon Property Owners Association Fireworks Display
 - 6. NC Emergency Management Disaster Relief and Mitigation
 - 7. Interlocal Agreements with Municipalities within Dare County Pertaining to the Motorola FLEX Public Safety Software
 - 8. Budget Amendment – SHIP Grant – Baum Center
 - 9. DHHS – Health Division – 2025 Opioid Settlement Funds
 - 10. DHHS – Social Services Division Memorandum of Understanding between NCDHHS & Dare County
- ITEM 17** **Board Appointments**
- 1. COA Board of Trustees
 - 2. Dare County Waterways Commission
 - 3. Extra Territorial Jurisdiction – Town of Southern Shores
 - 4. Fessenden Center Advisory Board
 - 5. Hatteras Community Center
 - 6. Juvenile Crime Prevention Council
 - 7. Manns Harbor Community Center
 - 8. Roanoke Island Community Center
 - 9. Rodanthe, Waves, Salvo Community Center
 - 10. Upcoming Board Appointments
- ITEM 18** **Commissioners’ Business & Manager’s/Attorney’s Business**
- ITEM 19** **Closed Session**

ADJOURN UNTIL 9:00 A.M. ON, JULY 15 2024.



Opening Remarks - Chairman's Update

Description

Dare County Chairman Robert Woodard will make opening remarks.

Board Action Requested

Informational Presentation

Item Presenter

Chairman Robert Woodard, Sr.



Service Pins - June, 2024

Description

Service pins for the month of June will be presented.

Board Action Requested

None

Item Presenter

Robert Outten, County Manager



Employee of the Month

Description

The Employee of the Month Certification for June will be presented.

Board Action Requested

None

Item Presenter

To Be Determined



Public Comments

Description

The Board of Commissioners encourages citizen participation and provides time on the agenda at every regularly scheduled meeting for Public Comments. This is an opportunity for anyone to speak directly to the entire Board of Commissioners for up to five minutes on any topic or item of concern.

Comments can be made at the Commissioners Meeting Room in Manteo (Administration Bldg., 954 Marshall Collins Drive, Manteo) or through an interactive video link at the Fessenden Center Annex (47013 Buxton Back Road, Buxton).

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Public Hearing - Manager's Proposed FY2025 Budget

Description

At the May 7, 2024 meeting, the Dare County Board of Commissioners received a presentation on the Manager's Proposed Budget for Fiscal Year 2025.

Following the Manager's presentation, the Board voted to schedule a Public Hearing on the budget for 9:00 a.m., Monday, June 3, 2024.

The proposed budget is available for public review on the Dare County website at: www.darenc.gov

Board Action Requested

Conduct a Public Hearing on the FY2025 budget and take appropriate action.

Item Presenter

Robert Outten, County Manager

Adopted FY 2025
Changes to Manager's Proposed Budget

	Org	Object	Description	FY2025		Net Change
				From	To	
General Fund:						
Expenditures:						
Salaries-pt	104472	500201	Correction for grounds maintenance PT position #200896	\$ -	\$ 23,223	\$ 23,223
FICA	104472	500300	Correction for grounds maintenance PT position #200896	\$ 19,549	\$ 21,326	\$ 1,777
Credit card fees	104490	511900	Changed to processor with lower fees	\$ 25,000	\$ 15,000	\$ (10,000)
Medical examiner	104490	519000	Reduce based on historical actuals	\$ 40,000	\$ 35,000	\$ (5,000)
Telephone & postage	104490	511100	Reduce based on historical actuals	\$ 155,000	\$ 145,000	\$ (10,000)
			Net change			\$ -

Capital Investment Fund:						
Expenditures:						
S24 LOBs DS principal	114495	548321	Adjust budget for S24 LOBs final numbers	\$ 1,195,000	\$ 1,185,000	\$ (10,000)
S24 LOBs DS interest	114495	549321	Adjust budget for S24 LOBs final numbers	\$ 595,750	\$ 1,191,081	\$ 595,331
Reserved for CIP	114490	555009	Adjust budget for S24 LOBs final numbers	\$ 3,165,634	\$ 2,580,303	\$ (585,331)
			Net change			\$ -

Inlet Maintenance Fund:						
Revenue:						
Appropriated fund balanc	253571	449900	Establish budget for dredge loan forgivene:	\$ -	\$ 3,000,000	\$ 3,000,000
Expenditures:						
P3 loan forgiveness princi	254572	559916	Establish budget for dredge loan forgivene:	\$ -	\$ 3,000,000	\$ (3,000,000)
			Net change			\$ -

Insurance Fund:						
Revenue:						
Appropriated fund balanc	453880	499900	Increase County HSA funding by \$100/pm	\$ 1,311	\$ 30,711	\$ 29,400
Expenditures:						
Health insurance	454880	505000	Increase County HSA funding by \$100/pm	\$ 14,285,878	\$ 14,315,278	\$ 29,400
			Net change			\$ -

Budget Ordinance:

Section 1.

Expenditures by function and department:

General government:

Grounds maintenance	\$ 658,873	\$ 683,873	\$ 25,000
Non-departmental	\$ 3,455,395	\$ 3,430,395	\$ (25,000)

Section 2.

Inlet Maintenance Fund:

Revenues	\$ 13,250,570	\$ 16,250,570	\$ 3,000,000
Expenditures	\$ 13,250,570	\$ 16,250,570	\$ 3,000,000

Section 4.

Insurance Fund:

Revenues	\$ 20,525,014	\$ 20,554,414	\$ 29,400
Expenditures	\$ 20,525,014	\$ 20,554,414	\$ 29,400

Section 12.

The following water fees are hereby adopted, effective January 1, 2025, for the Water fund:

Meter size:	Water system development fees	Connection fees	Security deposit fees
3/4"	\$ 2,990	\$ 2,010	\$ 107
1"	4,982	2,156	139
1 1/2"	9,965	3,087	275
2"	15,944	3,255	1,278
3"	29,894	5,321	1,847
4"	49,823	6,831	2,417
6"	99,646	6,931	2,417



Public Hearing--Zoning Text Amendment to Section 22-17.2 Martins Point Commercial

Submitted By Attorney Casey Varnell on behalf of Patricia Pledger

Description

Attorney Casey Varnell on behalf of Patricia Pledger, has submitted a zoning text amendment application requesting that the language be amended to allow for Single Room Occupancy Dwellings (SRO) as a special use in the Martins Point Commercial District. The amendment includes a definition of Single Room Occupancy and habitable space.

The Planning Board recommend denial of the proposed amendment on May 7, 2024.

A detailed staff report, draft language, and a statement of consistency and reasonableness is attached for the Board's review.

Board Action Requested

Conduct Public Hearing and act on proposed amendments.

Item Presenter

Noah H Gillam, Planning Director

May 16, 2024

MEMORANDUM

TO: DARE COUNTY BOARD OF COMMISSIONERS

FROM: Noah H Gillam, Planning Director

RE: Text Amendment to Section 22-17.2 MP-C District to include Single Room Occupancy Dwellings to the list of Special Uses

Introduction

A resubmittal of a zoning text amendment application has been submitted by attorney Casey Varnell on behalf of Patricia Pledger, owner of Pledger Palace Child Development and Education Center located in the Martins Point Commercial district. The prior application sought the addition of Shared Space-Occupancy Dwellings (SSO) to the list of Special Uses in Section 22-17.2 Martins Point Commercial of the Dare County Zoning Ordinance. The Planning Board reviewed the proposed text amendment on March 5, 2024, and voted unanimously to recommend the denial of the text amendment application. The basis for the denial was that the text amendment would allow for development that was not at a scale consistent with the surrounding neighborhoods and permitted uses and lacked adequate standards to regulate the use.

The new language submitted by the applicant is for the addition of Single Room Occupancy Dwellings (SRO) to the list of special uses in the MP-C. The amendment includes a definition of Single Room Occupancy Dwelling and habitable space. Updates to the proposed amendment include changes to the use standards based on concerns raised by Planning Staff and the Planning Board during the review of the prior submitted text amendment. The applicant's intent of the amendment is to provide housing for non-transient residents which may include J-1 Work Visa Students. It should be noted that the amendment is only for the MP-C commercial district which consists of 10 parcels across 9.14 acres, however, a favorable action of the amendment in this district could lead to developers seeking this use in other districts in unincorporated Dare County.

Staff Review of Proposed Language

The applicant has changed the name of the use from Shared Space-Occupancy Dwelling to Single Room Occupancy Dwelling, and has provided the following definition to be included in Section 22-2 Definitions:

Single Room Occupancy Dwelling (SRO) means a residential structure in which single rooms are offered for long term rental to not less than (3) persons per single room. Each single room offered for rent within the structure shall exist within the confines of four walls and shall not contain kitchen amenities. A single room occupancy dwelling (SRO) shall have shared bathroom facilities and kitchen facilities, where both types of facilities are freely accessed by all occupants within the SRO.

In a review of the new proposed definition, Planning Staff found that the structure defined would also be classified as a Residential Group R-2 or Group R-3 structure in the 2018 North Carolina State Building Code dependent on the services provided, length of stay, and number of occupants, the same as the prior definition of the Shared Space-Occupancy Dwelling. The use as described by the applicant would still be classified by the North Carolina Building Code as either Congregate Living Facilities or Dormitory. This classification determines what building code officials will use when reviewing building plans for occupancy load rating and building code compliance. It is staff's opinion that the term Single Room Occupancy Dwelling is not an appropriate title for the proposed use and is misleading in the fact that single room occupancy implies the room is for a single occupant, not multiple occupants as the definition describes. When researching the term Single Room Occupancy Dwelling staff found that the United States Department of Housing and Urban Development (HUD) defines Single Room Occupancy Dwelling as the following:

Single room occupancy (SRO) is a residential property that includes multiple single room dwelling units. Each unit is for occupancy by a single eligible individual. The unit need not, but may, contain food preparation or sanitary facilities, or both.

Based on this definition from HUD a federal agency, staff recommends that the Single Room Occupancy Dwelling term and definition should not be used for this text amendment as proposed since the applicant's proposal conflicts with the federal definition and would allow more than one occupant per room. In addition, the applicant-supplied definition places a minimum occupant requirement of 3 occupants per room, this might not be desirable by other developers if the amendment receives favorable action.

A definition of Habitable Space has been supplied by the applicant to be included in Section 22-2 Definitions of the Dare County Zoning Ordinance. The applicant has defined habitable space as follows:

Habitable space, as defined by the State Building Code, means a space in a structure intended for living, sleeping, eating or cooking. Bathrooms, toilet rooms, halls, storage or utility spaces and similar areas are not considered habitable spaces.

The definition as drafted by the applicant is acceptable and appropriate as the definition is taken from the 2018 North Carolina Building Code. The 2018 North Carolina Building is the current code used by Dare County Building Code Officials.

The applicant has proposed the use of Single Room Occupancy Structures as a special use in the MP-C district. Planning Staff agrees that the use should be a special use since special uses require Planning Board and Board of Commissioners review and allow for conditions to be added to the use to address site-specific conditions. Planning Staff however does not support the applicant's supplied term and definition of the proposed use. It is staff's opinion that the prior term and definition of Shared Space-Occupancy is more appropriate for this proposed text amendment.

As with the prior text amendment application and proposed language the applicant has included proposed requirements for Single Room Occupancy Dwellings. The eleven proposed regulations are listed below with staff comments on each of the regulations.

- a. *No more than one (1) SRO shall be constructed or exist on a single development site.*

This regulation would prohibit multiple structures or group developments consisting of the SROs on a single parcel. Staff supports this regulation as it assists with limiting the density of occupants on any given parcel in the MP-C.

- b. *No SRO shall offer for rent more than seven (7) single rooms.*
- c. *The maximum number of occupants in any single room offered for rent within any single room offered for rent within an SRO shall be eight (8).*

The applicant in response to comments made during staff review and Planning Board of the prior proposed amendment has placed regulations that limit the number of rooms available in an SRO to seven rooms and have reduced the number of occupants to eight per room. As drafted by the applicant an SRO regardless of parcel size would be allowed to have fifty-six (56) occupants on a parcel. Although the applicant has reduced the number of occupants from the prior submittal the proposal still creates a density that is not to scale with the current requirements for multi-family in the MP-C, or any other zoning district in Unincorporated Dare County that allows for multi-family or similar uses. The current regulations for multi-family in the MP-C limit the number of dwelling units to 8 per acre, and all other districts vary between 6-10 dwelling units per acre. The same density limits can be found in districts that allow for hotels/motels. Staff recommends that the number of occupants or number of rooms for rent be afforded at a ratio that corresponds with parcel size.

- d. Any single room offered for rent within an SRO shall be of such dimensions as to provide for minimum of fifty square feet (50 sq. ft.) of habitable space for each occupant residing therein.*

The fifty square feet per occupant is consistent with the North Carolina Building Code requirement for minimum floor area allowances per occupant in dormitories. Although consistent with the North Carolina Building Code Planning Staff recommends that the square footage per occupant be increased to at least a minimum of seventy (70) square feet per occupant. When searching similar uses through American Legal Publishing, an online municipal code library staff found that a minimum square footage of seventy was standard per occupant. North Carolina General Statute 153A-221 establishes minimum standards for local detention centers; the statute requires a minimum floor space of 70 square feet per inmate, including both sleeping and day room areas. It is staff's opinion that when exploring alternative housing options, standards for such uses should not be less than that of a detention center or jail and that standards should be of a higher regulatory than the minimum to ensure the health and safety of residents.

- e. An SRO must provide habitable spaces shared in common by the occupants therein, such as kitchen amenities, recreation areas, lounges, living rooms, dining rooms, and other communal living spaces at a rate of fifteen (15) square feet per occupant residing the SRO. The minimum common habitable space requirement is 500 square feet per SRO.*

The applicant's first text amendment application failed to address the internal shared common habitable spaces. The new application has addressed the comments made by the Planning Staff and the Planning Board. The new regulation proposed requires that any SRO have a minimum common habitable space of 500 square feet and each occupant must have fifteen (15) square feet. The North Carolina Building Commercial Code does not contain a minimum area for habitable spaces/rooms, however, in review of the proposed regulation staff feels the proposal is adequate but should be discussed by the Board during their review.

- f. Any SRO shall contain sufficient toilets and sinks to conform to the following ratio: One (1) toilet per (4) occupants and one (1) sink per two (2) occupants.*
- g. Any SRO shall contain sufficient bathing facilities to conform to the following ratio: One (1) bathing facility per six (6) occupants.*

The proposed language for bathroom facilities meets the plumbing requirements of the North Carolina Building Code for dormitories. A dormitory by building code is required to have one water closet per 10 occupants, one lavatory per 10 occupants, and one shower/tub per 8 occupants. The language proposed by the applicant for bathroom facilities is adequate.

- h. There shall be one (1) parking space for every (3) occupants. The parking for any motor vehicle shall only occur in a designated parking space.*

The prior text amendment application proposed a parking standard of one (1) parking space per every five (5) occupants and was deemed inadequate for the proposed use by the Planning Staff and the Planning Board. The applicant has indicated that the proposed use would primarily facilitate housing for J-1 Visa Students who are here typically for the tourist season months and it is likely they would not all have motor vehicles. However, the Planning Board discussed that during other periods of a calendar year, the structure could be rented to construction workers or residents that would have vehicles and the parking should be supplied at a ratio similar to hotels. With the current submittal, the applicant has increased the number of spaces to reflect the staff's recommendation of one (1) parking space for every (3) occupants. Staff recommends that a requirement be added that a parking space or two be required for staff of the SRO.

- i. The location of an SRO shall be a minimum of 100 feet from any residentially zoned property.*

As found throughout the Dare County Zoning Ordinance a setback from residentially zoned properties is typical when a potentially intrusive commercial use abuts residential zoned districts or uses. In addition, the Martins Point Commercial District requires a visual buffer of fencing 6 to 8 feet in height or a vegetative buffer at least 6 feet in height along rear property lines.

- j. The Owner of the SRO shall designate at least one (1) person who shall have the duty to oversee and manage an occupied SRO. The contact information for this person(s) shall be submitted upon application for a special use permit.*

The need for twenty-four (24) hour on-site management was discussed in the applicant's prior submittal and has not been addressed with this submittal. With a high occupancy of unrelated occupants from different cultural backgrounds the potential for an unsafe environment, unsanitary living conditions, and conflict among residents increases. When researching boarding houses, dormitories, and single room occupancy structures in other zoning ordinances across the State of North Carolina, planning staff found almost all required on-site management. In addition, some of the ordinances researched had conditions that addressed the sanitary maintenance of the structure. Staff recommends that on-site twenty-four-hour staffing should be required to ensure the health and safety of the residents.

Other Staff Comments

The prior text amendment application that was denied contained a regulation that required on-site laundry services, both washing machines and dryers. This regulation has been omitted from the current submission, and although not required by the North Carolina Building Code, staff feels that they should be required by the developer of an SRO. When researching local laundry

services staff found that the nearest coin laundry services were approximately eight (8) miles away from the MP-C zoning district boundaries. The applicant on the prior and current submission has noted on the application that the intended residents of an SRO would be J-1 Work Visa Students who likely would not have means of transportation outside of bicycle or foot/pedestrian. It is the staff's opinion the eight (8) miles is too far a distance to expect an occupant of the SRO to travel by bike or foot when carrying laundry. Without the on-site laundry requirement and the distance to the nearest coin laundry facility, the potential for unsanitary conditions in the structure will increase.

LUP Consistency and Planning Board Recommendation

In a review of any proposed zoning text amendment, the Planning Board shall determine if the proposed amendment is consistent with the 2022 Dare County Land Use Plan, and provide a recommendation to the Board of Commissioners that addresses the plan consistency. The Dare County Planning Board reviewed the proposed text amendment at their May 7, 2024 meeting. The Planning Board during their review identified two policies under the Residential Development heading in the Land Use Compatibility section that apply to the proposed amendment. Those policies are listed below:

LUC Policy #6 states: that residential development shall be the preferred land use in unincorporated Dare County for the seasonal accommodations and year-round housing. All new residential structures, whether attached or detached are encouraged at a scale that is consistent with existing neighborhood patterns of development.

LUC Policy #7 states: that diversification of housing opportunities to address the housing needs of Dare County's year-round population is supported. Multi-family dwellings and other types of residential structures, such as accessory-use dwellings, are appropriate alternatives. Amendments of existing dimensional requirements to create flexibility for the development of year-round housing may be acceptable if such amendments are consistent with existing patterns of development and scale of neighborhoods.

After reviewing the two policies listed above the Planning Board voted unanimously that the proposed text amendment be denied. The Planning Board identified that the applicant had addressed the prior concerns of not having an occupancy limit, by placing a regulation that would limit the total number of occupants in an SRO to fifty-six (56), but has failed to address the scaleability of the proposal to the current zoning regulations in the MP-C district and surrounding neighborhoods. The language as drafted by the applicant would allow for fifty-six (56) occupants on any size parcel in the MP-C with the only limiting factors to development being lot coverage limitation, and wastewater system capacity. The MP-C and all other zoning districts in Unincorporated Dare County that currently allow for multi-family development or similar uses have dwelling unit density ratios/limits that correlate with parcel size. Both policies listed above address the need for proposed development to be at a scale that is consistent with existing patterns of development and scale of neighborhoods. The language as drafted by the

applicant fails to meet these policy guidelines of the 2022 Dare County Land Use Plan, which is the County guide to future development in Unincorporated Dare County.

A copy of the proposed draft language and the Land Use Plan Policies are attached to this memo for the board's review.

Draft Motion:

Motion for denial: "I move that the draft amendments to Section 22-17.2 MP-C District and Section 22-2 Definitions be denied as recommended by the Planning Board. A statement of consistency and reasonableness as prepared by staff is adopted as part of this motion."

SHARP, GRAHAM, BAKER AND VARNELL, L.L.P.
ATTORNEYS AT LAW

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SENDER'S EXTENSION:
245

MAILING ADDRESS:
POST OFFICE DRAWER 1027
KITTY HAWK, NC 27949-1027

STREET/SHIPPING ADDRESS:
4417 N. CROATAN HIGHWAY
KITTY HAWK, NC 27949-1027

Sender's E-mail Address:
nicole@ncobxlaw.com

April 16, 2024

TO: Noah Gillam
Dare County Planning Director

FROM: Casey Varnell, Attorney for Applicant

RE: ZTA – Single Room Occupancy Dwelling

Noah:

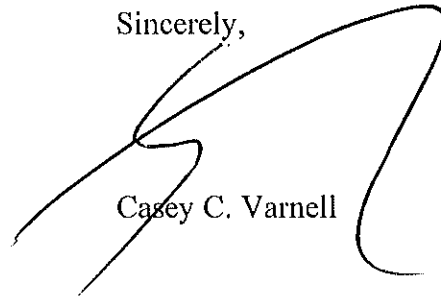
I hope this correspondence finds you doing well. Enclosed herein is a new text amendment application related to the Martin's Point Commercial zoning district. The amendment is ultimately proposing that Single Room Occupancy Dwellings (SRO) be allowed as a special use within the above-referenced district.

As you probably recall, we proposed a similar amendment in the past. However, the Planning Board asked that we revise to cover some of the concerns raised at the meeting before them. We have attempted to do so with this application. Of note, we have limited the structures capable of renting out single rooms to one (1) per site, limited the total number of rooms that can be rented within the structure to seven (7), and limited the total number of occupants per single room to eight (8). These amendments were made in an effort to limit the scope of potential occupants in any given SRO, and to provide a standard by which the County can rely on in so doing. We have also increased the parking standards per your previous comments and have changed the name of the special use to something more customary throughout the State.

Please do not hesitate to contact me if you have any concerns about the revisions. My client and I will happily revise this application in conjunction with any concerns you may have. We desire to work with the County to help provide necessary housing in our area.

Thank you in advance for your review of this application.

Sincerely,

A handwritten signature in black ink, consisting of several fluid, overlapping strokes that form a stylized representation of the name Casey C. Varnell.

Casey C. Varnell

**COUNTY OF DARE
ZONING AMENDMENT APPLICATION
OR AMENDMENT TO DEVELOPMENT REGULATION**

Any zoning map, zoning text amendment, or amendment to other development regulation is subject to legislative review and approval by the Dare County Board of Commissioners according to the procedures of Section 22-81 of the Dare County Zoning Ordinance. Applications for amendments shall be made in writing to the Dare County Planning Director and shall be signed by all property owners or their duly authorized agents.

Property Owner (s) Pledger Palace Child Development & Education Center, Inc.
Address: 6325 N. Croatan Highway, Martin's Point, NC 27949
Telephone: 252-261-2126 Email: varnell@ncobxlaw.com

Property Description:

4			Martin's Point Commercial Lots
Lot	Phase/Section	Block	Subdivision
Parcel: <u>021865004</u>			PIN: <u>986606392109</u>

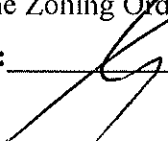
Text Amendment Map Amendment

Present Zoning Classification: OTHER

Requested Zoning Classification : OTHER

Explanation of Request: Please see attachment.

Amendment applications shall not be processed by the Planning Director until such time that all review fees have been paid and all necessary documents have been submitted. Once the application is determined to be complete, the Planning Director shall schedule review of the application as established in the Zoning Ordinance Sections 22-82 to 22-86. Amendments are legislative decisions and involve review by the Planning Board and Board of Commissioners. The notice procedures of Section 22-72 of the Zoning Ordinance shall be implemented by the Planning Director. Citizen comments shall be processed according to Section 22-82 and Section 22-85 of the Zoning Ordinance.

Applicant:  Attorney for Applicant Date: 4/16/24

ZONING TEXT AMENDMENT APPLICATION

(APPLICANT: PLEDGER PALACE CDEC, INC.)

The proposals under this Zoning Text Amendment are to:

A) Modify Chapter 22 (*Zoning*), Section 22-2 (*Definitions*) of the Dare County Code of Ordinances to:

- 1) Define the term “Single Room Occupancy Dwelling (SRO)”.
- 2) The proposed definition of “Single Room Occupancy Dwelling (SRO)” is:

Single Room Occupancy Dwelling (SRO) means a residential structure in which single rooms are offered for long term rental to not less than three (3) persons per single room. Each single room offered for rent within the structure shall exist within the confines of four walls and shall not contain kitchen amenities. A single room occupancy dwelling (SRO) shall have shared bathroom facilities and kitchen facilities, where both types of facilities are freely accessed by all occupants within the SRO.

- 3) Define the term “Habitable Space”.
- 4) The proposed definition of “Habitable Space” is:

Habitable space, as defined by the State Building Code, means a space in a structure intended for living, sleeping, eating or cooking. Bathrooms, toilet rooms, halls, storage or utility spaces and similar areas are not considered habitable spaces.

NOTE: The intent of establishing SRO’s as a special use within this zoning district is to provide for more affordable housing to non-transient residents. The residents would generally be any single persons in need of affordable housing, which residents may include J-1 Work Visa students who commonly need housing on the Outer Banks during the tourist season.

B) Modify Chapter 22, Section 22-17.2 to:

- 1) Add “Single Room Occupancy Dwelling (SRO)” to the list of special uses within the MP-C (Martin’s Point Commercial) Zoning District.
- 2) The proposed amendment language is as follows:

Sec. 22-17.2. – MP-C (Martin’s Point Commercial District).

Special Uses. The following uses are permitted subject to the requirements of this district and additional regulations and requirements imposed by the Board of Commissioners as provided in Article IX of this chapter:

Single Room Occupancy Dwelling (SRO).

- a. No more than one (1) SRO shall be constructed or exist on a single development site.
- b. No SRO shall offer for rent more than seven (7) single rooms.
- c. The maximum number of occupants in any single room offered for rent within an SRO shall be eight (8).
- d. Any single room offered for rent within an SRO shall be of such dimensions as to provide for a minimum of fifty square feet (50 sq. ft.) of habitable space for each occupant residing therein.
- e. An SRO must provide habitable spaces shared in common by the occupants therein, such as kitchen amenities, recreation areas, lounges, living rooms, dining rooms, and other communal living spaces at a rate of fifteen (15) square feet per occupant residing in the SRO. The minimum common habitable space requirement is 500 square feet per SRO.

f. Any SRO shall contain sufficient toilets and sinks to conform to the following ratio: One (1) toilet per four (4) occupants and one (1) sink per two (2) occupants.

g. Any SRO shall contain sufficient bathing facilities to conform to the following ratio: One (1) bathing facility per six (6) occupants.

h. There shall be one (1) parking space for every three (3) occupants. The parking of any motor vehicle shall only occur in a designated parking space.

i. The location of an SRO shall be a minimum of 100 feet from any residentially zoned property.

j. The owner of the SRO shall designate at least one (1) person who shall have the duty to oversee and manage an occupied SRO. The contact information for this person(s) shall be submitted upon application for a special use permit.

k. Administrative Liability. Except as may otherwise be provided by applicable law, no officer, agent, or employee of the County charged with the enforcement of this Ordinance shall be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the Ordinance.

NOTE: The overwhelming majority of J-1 Work Visa students will not have a motor vehicle. The primary means of transportation for those residents will be either: 1) bicycle; or 2) on foot/pedestrian.



STATEMENT OF CONSISTENCY AND REASONABLENESS

On June 3, 2024 the Dare County Board of Commissioners considered a zoning text amendment application submitted by attorney Casey Varnell on behalf of Patricia Pledger. The zoning text amendment application seeks to amend the Dare County Zoning Ordinance specifically Section 22-17.2 Martins Point Commercial and Section 22-2 Definitions. The text amendment would allow for the addition of Single Room Occupancy Dwellings (SRO) as a Special Use in Section 22-17.2 MP-C and would add a definition of Single Room Occupancy Dwellings and Habitable Space to Section 22-2 Definitions.

The Dare County Planning Board reviewed the proposed amendments on May 7, 2024 and voted unanimously to recommend denial of the proposed amendment.

Section 22-86 of the Dare County Zoning Ordinance requires the Board of Commissioners to approve a statement of consistency and reasonableness for any proposed zoning amendment.

The 2022 Dare County Land Use Plan is the comprehensive plan for Unincorporated Dare County adopted by the Dare County Board of Commissioners on January 2, 2024.

A review of the Dare County Land Use Plan found the following policies to be applicable to the zoning text amendment.

Land Use Compatibility Management Topic

Policy LUC #6

Residential development shall be the preferred land use in unincorporated Dare County for the seasonal accommodations and year-round housing. All new residential structures, whether attached or detached are encouraged at a scale that is consistent with existing neighborhood patterns of development.

Policy LUC #7

Diversification of housing opportunities to address the housing needs of Dare County's year-round population is supported. Multi-family dwellings and other types of residential structures, such as accessory use dwellings, are appropriate alternatives. Amendments of existing dimensional requirements to create flexibility for the development of year-round housing may be acceptable if such amendments are consistent with existing patterns of development and scale of neighborhoods.

In review of policies listed above, the Dare County Board of Commissioners finds the proposed amendments to Section 22-17.2 MP-C to be inconsistent with the 2022 Dare County Land Use Plan.

The Dare County Board of Commissioners and the Dare County Planning Board finds the zoning text amendment to inconsistent with the 2022 Dare County Land Use Plan since the amendment would allow for development with a density/occupancy that is inconsistent with the existing patterns of development and scale of surrounding neighborhoods, and zoning districts in Dare County.

The Board of Commissioners and the Planning Board further acknowledges the intent of the MP-C zoning district is to provide for the proper grouping and development of commercial facilities to serve permanent and seasonal residents.

The Dare County Board of Commissioners hereby denies the text amendments to Section 22-17.2 Martins Point Commercial and Section 22-2 definitions as recommended by the Dare County Planning Board.

industries of the Outer Banks and the historic way of life of Dare County residents.

Priority: on-going

3. Consider commercial building design guidelines that incentivize private sector development to incorporate coastal village architectural styles into their building design, signage and other site improvements versus the use of franchise or corporate building designs.

Priority: medium

4. Continue to work with municipalities to address mutual service needs with cooperative construction of infrastructure. *Priority medium*
5. Develop a handbook of coastal village architectural styles. *Priority: medium*

LUC Policy #5

All development and redevelopment shall be constructed to mitigate the coastal hazards associated with Dare County's island topography through application of the NC Building Code, NC Division of Coastal Management regulations, and the Dare County Flood Damage Prevention Ordinance. Travel trailers, campers, boats, or other units designed for recreational purposes are not appropriate for use as permanent, year-round housing.

Implementation Strategy for LUC Policy 5:

1. Enforce applicable federal, state, and local regulations to mitigate wind and flood risks for new construction and redevelopment activities. *Priority: on-going*

Residential Development

Residential development is the preferred pattern of development in unincorporated Dare County. This preference dates back to the first land use plan for Dare County developed in the 1980s. The 2022 update continues this preference but has modified the policies on residential development to reflect the need for increased opportunities for year-round housing. Amendments to the Dare County Zoning Ordinance were adopted by the Board of Commissioners in 2018 and 2019 to encourage alternative housing options, such as accessory dwelling units and duplex structures. These amendments are first steps in addressing the long-term issue of housing and it is anticipated that other zoning amendments may be identified over the next couple of years as Dare County tries to address this issue. The decrease of minimum lot sizes to accommodate year-round housing was an issue discussed by the Planning Board. Potential amendments to minimum lot sizes were identified as acceptable if the scale of neighborhoods was not negatively impacted. Keeping the size and scale of residential development consistent with existing patterns of residential development was identified as a goal of the 2022 LUP. It was noted during these discussions that decreasing the minimum lot size because of the availability of central wastewater was not favored. The use of recreational vehicles, travel trailers, and other similar units as permanent dwellings is unacceptable due to concerns about their survivability in flooding and wind events. Recreational vehicles are not constructed to North Carolina State building codes and are not intended for permanent dwellings.

The goal of keeping the scale and size of residential development consistent with existing patterns is difficult with the seasonal nature of many of the residential structures constructed in unincorporated Dare County. Many houses are built solely for rental as vacation homes and will not be used for year-round occupancy. Vacation rental homes often feature multiple bedrooms and amenities not typically associated with residential structures used as permanent dwellings. Vacation homes serve as seasonal accommodations instead of hotels and other traditional overnight rentals. These large homes are generally located on the oceanfront and soundfront shorelines. Their occupancy can impact the surrounding neighborhoods, predominantly comprised of permanent residents. Noise, trash, and parking at vacation homes, particularly those used for events and weddings, create issues with the surrounding areas. In 2003, Dare County adopted regulations linking the size of the lot with the number of permitted bedrooms. Similar regulations were adopted by some of the towns in Dare County. The North Carolina General Assembly adopted legislation in 2015 prohibiting local governments' regulations on the number or type of rooms included in a residential dwelling. Dare County removed these regulations from the zoning ordinance in response to the State law. Dare County has chosen to rely on other regulatory tools such as lot coverage limitations, building heights, and parking regulations to address residential development instead of the adoption of gross floor limitations or occupancy limits as some other governments have done.

The short-term rentals by homeowners or "Airbnb rentals" are another issue impacting residential development in Dare County, especially the availability of housing for year-round residents and seasonal workers. Rooms and/or houses, which previously were available for permanent residents and seasonal workers, are now being offered as short-term vacation rentals. This creates keen competition for housing. These types of rentals can also create compatibility issues in residential neighborhoods. Many local governments in North Carolina have adopted regulations for short-term vacation rental of houses and/or rooms. Local regulations of short-term vacation rentals would be challenging due to the predominant number of vacation homes in Dare County.

[LUC Policy 6](#)

Residential development shall be the preferred land use in unincorporated Dare County for seasonal accommodations and year-round housing. All new residential structures, whether attached or detached, are encouraged at a scale that is consistent with existing neighborhood patterns of development.

LUC Policy 7

Diversification of housing opportunities to address the housing needs of Dare County's year-round population is supported. Multi-family dwellings and other types of residential structures, such as accessory use dwellings, are appropriate alternatives. Amendments of existing dimensional requirements to create flexibility for the development of year-round housing may be acceptable if such amendments are consistent with existing patterns of development and scale of neighborhoods.

Implementation Strategy for LUC Policies 6 and 7

1. Administer existing zoning regulations and zoning maps that feature a majority of residential zoning districts. Existing dimensional regulations for lot coverage limitations, building heights, and minimum lot size for residential uses are appropriate. *Priority: on-going*

Commercial Development

As noted in the previous section, residential development is preferred over commercial development in unincorporated Dare County. However, some commercial and institutional development is needed to provide goods and services to the local residents and visitors. Pockets of commercial development are found along major transportation routes in unincorporated Dare County. A majority of the commercial development in Dare County is located in the municipal areas of the northern beaches with the unincorporated areas serving as residential neighborhoods for many permanent residents. With the limited amount of land in Dare County, development in the municipal areas supplement development in the unincorporated areas and vice versa for the towns.

One objective for commercial development is to reflect the Outer Banks coastal heritage. The importance of the aesthetics of commercial development was noted during development of the LUP update as contributing to the quality of life for our residents and to our viability as a tourist destination. The scale of commercial development was noted also by the Planning Board.

Two zoning tools used to limit the scale of development and affect building design are gross floor limitations and drive-thru window prohibitions. Many of the zoning districts, especially those adopted in the last decade, include maximum gross floor size limitations and prohibitions on drive-thru window service at restaurants. The goal of these two regulatory tools is to encourage locally owned businesses rather than franchise and corporate entities. Building design standards for commercial development is another method of impacting aesthetics of commercial structures but previous efforts to adopt such standards did not garner approval by the Board of Commissioners and were not adopted. However, the concept of building design standards is included as an implementation strategy in the 2022 plan for future consideration during the next five-to-ten-year planning period.

The 2022 LUP continues to offer support of locally owned businesses. Locally owned businesses are typically more community-oriented and participate in community events and

Section 22-17.2 - MP-C NEIGHBORHOOD COMMERCIAL DISTRICT (Adopted 11-6-2023)

The following regulations shall apply to the MP-C neighborhood commercial district:

(a) Intent. The MP-C district is established to provide for the proper grouping and development of commercial facilities to serve permanent and seasonal residents.

(b) Permitted uses. The following uses shall be permitted by right:

(1) Offices, including such uses as:

- a. Business.
- b. Financial.
- c. Governmental.
- d. Medical and professional.

(2) Retail stores, including such uses as:

- a. Antiques.
- b. Books.
- c. Cameras.
- d. Candy.
- e. Clothing.
- f. Craft goods.
- g. Delicatessens.
- h. Dry goods.
- i. Drugs.
- j. Flowers.
- k. Food stores.
- l. Gifts.
- m. Hardware.
- n. Health and Beauty Aids.
- o. Hobby goods.
- p. Household appliances.
- q. Jewelry.
- r. Leather goods.
- s. Magazines.
- t. Medical Supplies.
- u. Music and musical instruments.
- v. Office supplies.
- w. Sporting goods.
- x. Tobacco.
- y. Toys.
- z. Video Rentals.
- aa. Wines

(3) Service establishments, including such uses as:

- a. Banks.

- b. Barbershops and beauty shops.
- c. Business service—copying, photocopying and computer services.
- d. Churches.
- e. Dry cleaning and laundry pickup stations.
- f. Funeral homes.
- g. Indoor motion picture theaters.
- h. Pharmacy without a drive-through facility.
- i. Radio and television broadcasting studios (excluding transmitter sites).
- j. Shoe Repair.

(4) Limited residential, where up to 40% of the floor area of an approved commercial building may be devoted to residential use in conjunction with a commercial use allowed as a permitted or special use in the MP-C district.

(5) Detached single-family dwellings and accessory buildings, according to the density and dimensional requirements of the MP-1 residential district.

(6) Two-family (duplexes) dwellings, multifamily dwellings and accessory buildings, according to the density and dimensional requirements of the RS-8 Multi-Family Residential District.

(7) County owned or leased facilities.

(8) Event facilities - meaning an establishment, structure or property designed, maintained, advertised or actually used for the primary purpose of hosting pre-planned events, including, but not limited to, private parties, community meetings, weddings, rehearsal dinners, corporate meetings, retreats, sporting events, cultural events, musical events, celebrations, or similar events that are planned in advance of their occurrence.

a. Customer parking requirements for event facilities shall be one space for each 150 square feet of floor area;

b. A septic permit must be obtained from the county health department to accommodate the maximum number of attendees permitted.

c. Food preparation shall meet all local and state requirements.

d. All events in which alcohol is to be served shall not be held until an approved state ABC permit has been issued.

e. All events shall be in compliance with all Dare County requirements, including the County noise ordinance.

(9) Produce stands. The retail sale of fruits, vegetables, plants, and other agricultural and horticultural products subject to the following requirements:

a. All stands shall meet the yard requirements for the MP-C district;

b. No sales shall be conducted between 8:00 p.m. and 7:00 a.m.;

c. No additional lighting shall be allowed;

d. All stands shall comply with all applicable Dare County Health Department requirements and N.C. Department of Agriculture requirements;

e. Only one stand per lot shall be allowed;

f. When located on a lot with 50 or more existing parking spaces, no additional parking spaces will be required. When located on a lot with fewer than 50 existing parking spaces, a minimum of three off-street parking spaces shall be provided. When located on a vacant lot, parking spaces shall be provided on an adjacent lot with existing parking spaces that is under same ownership;

g. One freestanding sign not exceeding 32 square feet in area or six feet in height shall be allowed;

h. If applicable, a building and/or electrical permit shall be obtained;

i. The display, storage and/or sale area shall not impede vehicular or pedestrian traffic and parking;

j. On-site garbage or trash receptacles must be provided and properly maintained at all times.

(c) Special Uses. The following uses are permitted subject to the requirements of this district and additional regulations and requirements imposed by the Board of Commissioners as provided in Article IX of this chapter:

(1) Commercial child care centers as defined in Section [22-2](#), subject to other requirements of this chapter and provided the following conditions are met:

a. The facility shall adhere to the minimum requirements of and be licensed by the State Department of Human Resources.

b. Pickup and drop-off areas shall be provided separate from the drive aisle. The pickup and drop-off areas shall be designed so that no child is required to cross the parking lot or any other traffic areas.

c. The operation of the facility shall not block traffic on the State Access Road or create other traffic issues.

d. Required parking requirements – 1 space for every 3 children plus 1 space for every employee. For facilities that were licensed at any time prior to November 6, 2023, the required parking requirements shall be 1 space for each classroom plus 1 space for each administrative office.

(2) Garden center/nursery, provided:

a. A ten-foot high solid fence must surround all storage areas for business vehicles, equipment and bulk storage.

b. All principal and accessory structures must conform to the building code (e.g., greenhouses) with no agricultural exceptions.

c. Outdoor plant displays (retail/nursery areas) access walks shall comply with site accessibility requirements of the building code (e.g., wheelchairs and motorized carts).

d. Required parking spaces and drive aisles shall be asphalt or concrete. Business vehicle and equipment parking and drive area shall be gravel or other dust free surface.

Customer parking requirements for outdoor retail display areas shall be one space for every 500 square feet of retail space.

(3) Group developments according to the provisions of Section [22-31](#).

(4) Restaurants without drive-thru facility.

(5) Veterinary clinic, provided that all boarding runs and kennels are in an enclosed, heated and air conditioned building.

(6) Wireless telecommunications sites in compliance with [Section 22.29.2](#).

(7) Wind generation facility in compliance with the requirements of [Section 22.29.3](#).

(d) Dimensional requirements.

(1) Minimum lot size: Commercial lots shall be of sufficient size to meet requirements of the Dare County Health Department, to provide adequate siting for structures, and to provide parking, loading and maneuvering space for vehicles as required by Article VII of this chapter. In addition, a Visual Buffer shall be established and maintained along the rear of any property adjacent a residential zone for any business established after November 6, 2023. The required buffer shall consist of a wooden or vinyl fence (6 to 8 feet in height) or a vegetative buffer at least 6 feet in height. In some instances, existing dense shrubs, trees, and plants may provide screening, with approval of the Dare County Planning Department. The Buffer Requirements shall not apply to lots 8, 9 & 10 on the subdivision plat for the Martin's Point Commercial Lots, which is recorded in Plat Cabinet B, Slides 74 & 75, Dare County Register of Deeds.

(2) Minimum front yard: 25 feet.

(3) Minimum side yard: 10 feet. No side yard required if commercial building constructed with a common wall. An additional 5 foot-yard side yard adjacent to the street is required for a corner lot.

(4) Minimum rear yard: 20 feet.

(5) No structures are permitted within the 50 foot wide buffer zone that is shown on the subdivision plat for the Martin's Point Commercial Lots, which is recorded in Plat Cabinet B, Slides 74 & 75, Dare County Register of Deeds.

(6) Maximum allowable lot coverage by principal use and all accessory structures shall be 60 percent for commercial and mixed use.

(7) Height Limitation: 35 feet

(8) In the event a natural disaster or accidental occurrence leads to extensive damage (in excess of 50% value) of a structure or group development project in existence prior to November 6, 2023, such structure or group development may be repaired, replaced or reconstructed to 100% of its status prior to damage or destruction but no greater unless otherwise authorized by the Dare County Board of Commissioners

§ 153A-221. Minimum standards.

(a) The Secretary shall develop and publish minimum standards for the operation of local confinement facilities and may from time to time develop and publish amendments to the standards. The standards shall be developed with a view to providing secure custody of prisoners and to protecting their health and welfare and providing for their humane treatment. The standards shall provide for all of the following:

- (1) Secure and safe physical facilities.
- (2) Jail design.
- (3) Adequacy of space per prisoner.
- (4) Heat, light, and ventilation.
- (5) Supervision of prisoners.
- (6) Personal hygiene and comfort of prisoners.
- (7) Medical care for prisoners, including mental health, behavioral health, intellectual and other developmental disability, and substance abuse services.
- (8) Sanitation.
- (9) Food allowances, food preparation, and food handling.
- (10) Any other provisions that may be necessary for the safekeeping, privacy, care, protection, and welfare of prisoners.
- (11) Compliance with the requirements of Part 2B of Article 10 of Chapter 153A of the General Statutes, Dignity for Women Incarcerated in Local Confinement Facilities.

(b) In developing the standards and any amendments thereto, the Secretary shall consult with organizations representing local government and local law enforcement, including the North Carolina Association of County Commissioners, the North Carolina League of Municipalities, the North Carolina Sheriffs' Association, and the North Carolina Police Executives' Association. The Secretary shall also consult with interested State departments and agencies, including the Division of Prisons of the Department of Adult Correction, the Department of Health and Human Services, the Department of Insurance, and the North Carolina Criminal Justice Education and Training Standards Commission, and the North Carolina Sheriffs' Education and Training Standards Commission.

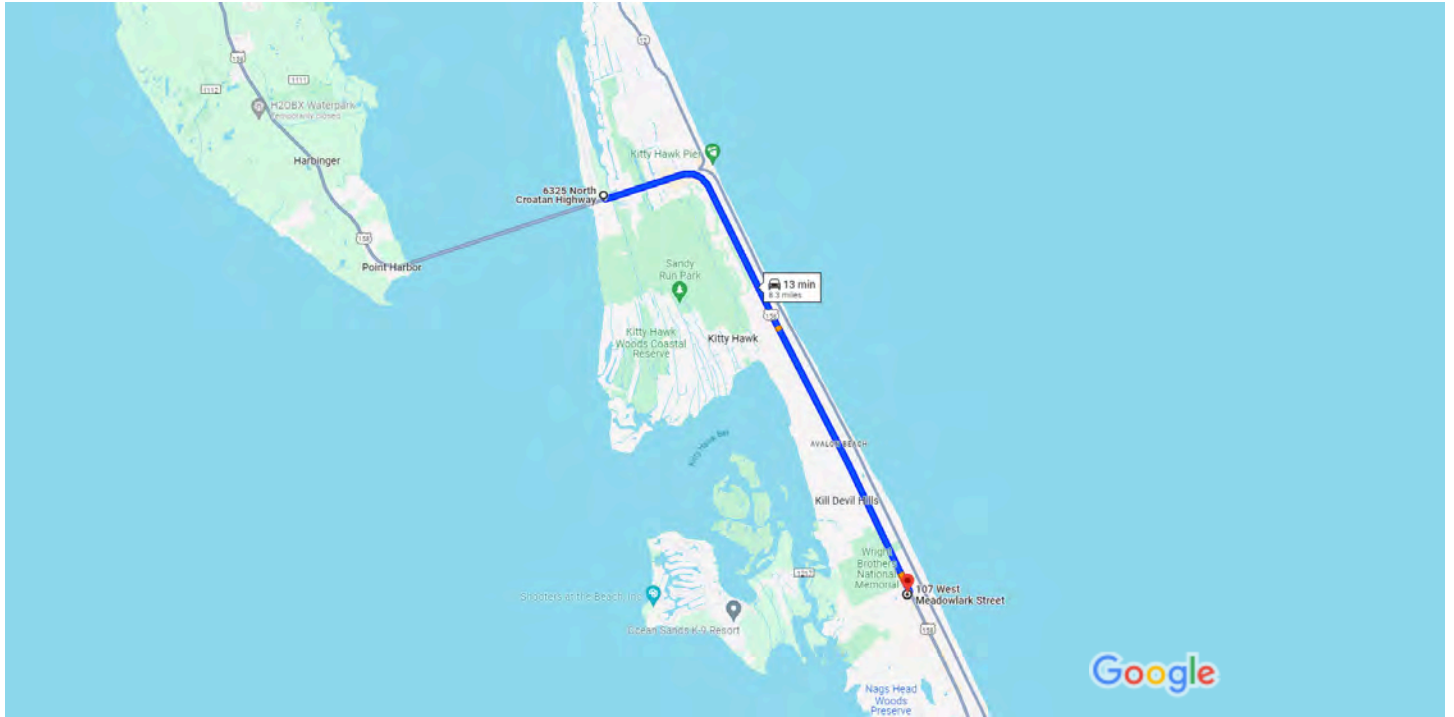
(c) Before the standards or any amendments thereto may become effective, they must be approved by the Commission and the Governor. Upon becoming effective, they have the force and effect of law.

(d) Notwithstanding any law or rule to the contrary, each dormitory in a county detention facility may house up to 64 inmates as long as the dormitory provides all of the following:

- (1) A minimum floor space of 70 square feet per inmate, including both the sleeping and dayroom areas.
- (2) One shower per eight inmates, one toilet per eight inmates, one sink with a security mirror per eight inmates, and one water fountain.
- (3) A telephone jack or other telephone arrangement provided within the dormitory.
- (4) Space designed to allow a variety of activities.
- (5) Sufficient seating and tables for all inmates.
- (6) A way for officers to observe the entire area from the entrance.

(e) Repealed by Session Laws 2022-74, s. 9K.2(a), effective July 11, 2022. (1967, c. 581, s. 2; 1973, c. 476, ss. 128, 133, 138; c. 822, s. 1; 1983, c. 745, s. 6; c. 768, s. 20; 1991, c. 237, s. 1; 1997-443, s. 11A.118(a); 2008-194, s. 10(a), (b); 2011-145, s. 19.1(h); 2011-324, s. 1; 2014-22, s. 1; 2017-186, s. 2(eeeeeeee); 2019-76, s. 30; 2021-143, s. 3(b); 2021-180, s. 19C.9(p); 2022-74, s. 9K.2(a).)

6325 North Croatan Highway, Kitty Hawk, NC to 107 W Meadowlark St Drive 8.3 miles, 13 min



Map data ©2024 Google 1 mi



via US-158 E

13 min

Fastest route, the usual traffic

8.3 miles

Explore nearby 107 W Meadowlark St



Restaurants



Hotels



Gas stations



Parking Lots



More



Noah Gillam <noah.gillam@darenc.gov>

Pledge Zoning Amendment

1 message

Drew Wright <waterskivacations@gmail.com>
To: Noah.Gillam@darenc.gov
Cc: Drew Wright <waterskivacations@gmail.com>

Tue, Apr 23, 2024 at 11:16 AM

Noah hope this finds you well. If you recall I own the office building at [6475 N Croatan Hwy](#). The last building on the commercial area in front of the Martins Point entrance. It the building housing Re/Max, Shoreline Realty & Construction, House Engineering and others. I wanted to voice my opposition to zoning amendment. Quite frankly it sounds crazy to me to allow this type of dense occupancy. The sewage systems for most these commercial sites are very small and I cannot imagine how one could design a septic system to manage this many persons.

If you would like to call and discuss with me please feel free to call me 252-256-2018 or email me back.

Please acknowledge receipt.

Drew Wright

President of OBX Wakeboard & Water-Ski LLC

Address for Wakeboarding & Water-Skiing

[251 N Dogwood Trail Southern Shores, NC 27949](#)

Phone 252-256-2018

Florida Home (Residency Address): [PO Box 560069 17537 County Road 455 Montverde, Fl. 34756](#)

Commercial Location:

[6475 N Croatan Hwy](#)

[Kitty Hawk NC 27949](#)

DBA: [6475 N Croatan Hwy Professional Group LLC](#)



Pledger Zoning Amendment Application.pdf
164K

May 5, 2024

To: Noah Gillam, Dare County Planning Director

Subject: Proposed zoning text amendment – Patricia Pledger

Dear Mr. Gillam,

I sent an earlier letter expressing my concerns about efforts to establish a dense residential project for the transient workforce in our community. I will be unable to attend the next Planning Board meeting due to a scheduling conflict, but want to reiterate issues on behalf of the Martins Point Homeowner community. I strongly request that the Planning Board recommend DENIAL of Ms. Pledger's application.

This proposal has previously been brought before the Southern Shores Planning Board, the Southern Shores Town Council, and the Dare County Planning Board, all of which have denied the request. At those meetings, I have been present to address various concerns along with other community members. Issues have been raised about various standards proposed, but the applicant seems to have ignored most of them. Except for a reduction in the density, no much has changed.

In addition to the concerns expressed in my earlier letter, I am opposed to the application for the following reasons:

1. It is out of character with existing development. Neither the commercial property owners or the adjacent homeowners desire to have a large number of unknown occupants hanging out in the area. Increases in traffic, security concerns, noise and demands on services are just not acceptable.
2. It violates the Protective Covenants of the Martin's Point Commercial properties, which state, "No lot in the Commercial Area shall be used except for commercial purposes, except where limited residential uses (such as apartments over shops) are permitted by Developer."
3. ALL of the commercial properties border a residential zone. Several of the residential property owners in that area have expressed disapproval of the proposed amendment, and none have expressed support to the HOA or at previous Planning Board or Council meetings in Southern Shores or Dare County.
4. Concerns about the quality of living conditions remain. Although Ms. Pledger has reduced the number of occupants from her original request of 95 to 56 and the bedroom density to 8 persons from 12, this density is still too high and the living conditions are not acceptable for weekly or monthly occupancy. 50 square feet of

sleeping area per occupant may meet the minimum regulatory standards, but it is not adequate for weekly or monthly living conditions.

5. There is nothing in the standards to address the health, safety and cleanliness of a communal kitchen facility for more than 50 occupants. 24 hour on-site management should be required.
6. Concerns remain that the proposed standards do not restrict this project to workforce housing.

Please share our concerns with the Planning Board.

Sincerely,

Timothy Baker

President, Martin's Point Homeowner Association



Noah Gillam <noah.gillam@darenc.gov>

FW: Patricia Pledger zoning text amendment

1 message

mike <mike@coastalcottageobx.com>
To: "Noah.gillam@darenc.gov" <Noah.gillam@darenc.gov>

Sat, May 4, 2024 at 11:19 AM

Hi Noah,

My name is Michael York (The Coastal Cottage Co) owner of property located at 6345 N Croatan Hwy which is next door to Patricia Pledgers property at 6325 N Croatan Hwy.

Our office is a professional center leasing to higher end professional businesses. We all agree that by allowing Patricia Pledger to make amendments in her favor to allow low-income transient housing would decrease the value of our property and cast a stain on our intended purpose as well as the Martins Point area.

This area is built out and the intended purpose should not be changed for the good of one. Amendment changes should be in the good of all.

Patricia is not trying to solve the low-income housing shortage she has only one goal in mind and that is increase her bank account.

We don't feel this is the right way to do this. Her property could be leased as office space, brick and mortar or any other professional business.

We strongly disagree with any transient, low-income housing or hostiles within any part of Martins Point, Southern Shores or Kitty Hawk. Patricia can build low income housing across the bridge next to her house if she is really interested in solving the housing crisis.

Sincerely,

Michael K. York

The Coastal Cottage Co.

Kitty Hawk, NC 27949

252-573-9342

www.coastalcottageobx.com

From: JLF <jlf9000@charter.net>
Sent: Thursday, April 18, 2024 11:27 AM
To: John Finelli <jlf9000z@gmail.com>
Subject: Patricia Pledger zoning text amendment

At their March meeting, the Dare County Planning Board recommended DENIAL of Patricia Pledger's zoning text amendment to add "Shared Space Occupancy" to the list of uses allowed in the Martin's Point Commercial District.

Ms. Pledger has submitted a new application (Document attached) which will be reviewed at the May 7 Planning Board meeting. You may attend or submit comments to Noah Gillam, the Dare County Planning Director at Noah.Gillam@darenc.gov

John Finelli

 **Pledger Zoning Amendment Application.pdf**
164K



Public Hearing-- Zoning Text Amendment to Section 22-32.2 MH-A Zoning District

Submitted by Kenneth and Angela Brady-Daniels

Description

Kenneth and Angela Daniels have submitted a zoning text amendment application requesting that the language be amended to allow for the permitted uses under the Commercial and Light Industry heading to have multiple principal-use buildings on one parcel subject to the requirements of 22-31 Group Developments. The applicants are also seeking to have appliance and furniture warehouses added to the uses defined under the Commercial and Light Industry heading.

A detailed staff report, draft text language, and a statement of consistency and reasonableness is attached for the Board's review.

Board Action Requested

Conduct Public Hearing and act on proposed amendments.

Item Presenter

Noah H Gillam, Planning Director

**COUNTY OF DARE
ZONING AMENDMENT APPLICATION
OR AMENDMENT TO DEVELOPMENT REGULATION**

Any zoning map, zoning text amendment, or amendment to other development regulation is subject to legislative review and approval by the Dare County Board of Commissioners according to the procedures of Section 22-81 of the Dare County Zoning Ordinance. Applications for amendments shall be made in writing to the Dare County Planning Director and shall be signed by all property owners or their duly authorized agents.

Property Owner (s) Kenneth W. Daniels and wife, Angela Brady-Daniels
Address: 117 Creekview Dr., Manteo, NC 27954
Telephone: 252-423-0009 **Email:** KenD@manteofurnitureobx.com

Property Description:
6300 Hwy 64 metes and bounds Plat Cabinet F, Slide 172
Lot Phase/Section Block Subdivision
Parcel: 017533-005 **PIN:** 9759-11-66-0966

Text Amendment **Map Amendment**

Present Zoning Classification: Section 22-23.2 MH-A

Requested Zoning Classification : Section 22-23.2 MH-A

Explanation of Request: To Rebuild Warehouse buildings after Fire destruction

Please consider our request to allow for group development in the light industrial
uses of the MH-A zone and to specifically allow for appliance and furniture warehouse buildings

Amendment applications shall not be processed by the Planning Director until such time that all review fees have been paid and all necessary documents have been submitted. Once the application is determined to be complete, the Planning Director shall schedule review of the application as established in the Zoning Ordinance Sections 22-82 to 22-86. Amendments are legislative decisions and involve review by the Planning Board and Board of Commissioners. The notice procedures of Section 22-72 of the Zoning Ordinance shall be implemented by the Planning Director. Citizen comments shall be processed according to Section 22-82 and Section 22-85 of the Zoning Ordinance.

Applicant: Kenneth W. Daniels **Date:** 4/4/24

MANTEO OFFICE
lhm@darecountylaw.com

KITTY HAWK OFFICE
jeff@darecountylaw.com

MALARNEY & McCOWN, PLLC

ATTORNEYS AT LAW
708 N US HWY 64
P O BOX 729
MANTEO, N.C. 27954
TELEPHONE (252) 473-2191
TELECOPIER (252) 473-3822

April 5, 2024

Attn: Noah Gillam
Dare County Planning Director
P O Box 1000
Manteo, NC 27954

RE: Application for Text Amendment – MH-A Zoning

Dear Noah:

I am enclosing a check for \$400.00, together with a Zoning Amendment Application from Ken & Angie Daniels. If you recall, we mentioned at the meeting that we would obtain an easement from Philip and Marsha Sawyer, which we have secured. We have also filed a Deed of Abandonment to abandon the lines as set out in the plat which is recorded in Plat Cabinet F, at Slide 172.

We recorded those documents today and have included copies of those for you as well. We have also requested Robin in mapping and Pam Midgett to keep 6300 Highway 64, as the address of the property. I have spoken with Robin about the parcel and pin numbers, and she has confirmed that the recombined parcel can and will keep the 6300 address, the 6300 parcel number and the 6300 pin for the new recombined parcel.

Please feel free to contact me if you have any questions. With best wishes, I am

Very truly yours,
Malarney & McCown, PLLC



Linda H. McCown

Enclosures
cc: Ken Daniels

May 10, 2024

MEMORANDUM

TO: DARE COUNTY BOARD OF COMMISSIONERS

FROM: Noah H Gillam, Planning Director

RE: Text Amendment to the MH-A District to allow for appliance/furniture warehouses and Group Developments to the Commercial/light industry uses

A text amendment application has been submitted by Kenneth and Angela Daniels to amend the MH-A zoning ordinance. The applicants are requesting that the language be amended to allow for the permitted uses under the Commercial and light industry heading to have multiple principal-use buildings on one parcel. In addition, the applicants are seeking to have appliance and furniture warehouses added to the uses defined under the commercial and light industry heading.

The applicants own property located at 6300 Hwy 64/264 in Manns Harbor. In February of this year, the 30,000-square-foot metal warehouse structure located on the property was destroyed by fire. The structure was built before Manns Harbor was zoned and was considered non-conforming by the current standards of the MH-A ordinance thus prohibiting it from being reconstructed to its prior dimensions since the ordinance places a 10,000 square foot maximum on newly constructed buildings. The text amendment would allow for the applicants to rebuild with multiple structures which would afford them the ability to resume their business operations on the property as they were before the fire but through a series of smaller structures.

Manns Harbor currently has two zoning districts, MH-A and MH-B. The MH-B district currently allows for multiple building projects for its approved uses subject to the conditions of Section 22-31 "Group Developments". The applicants would like to apply this same language to the MH-A, but only affording group developments to those uses listed under commercial and light industry. By limiting group developments to the commercial and light industry uses the option of group housing projects would not be afforded to the MH-A. Staff feels that the proposed language is appropriate since any commercial/light industry group development would be subject to Special Use Permit Review and conditions can be placed on the property based on site specifics. Adding the option of group developments to the commercial/light industry uses

would also afford other existing businesses with nonconforming structures in the zoning district to be reconstructed in the event they were to be destroyed.

Before the fire, the applicants were using the structure to store furniture and appliances for Manteo Furniture, a locally-owned business. There are several uses in the MH-A district under the commercial/light industry heading that pertain to the manufacturing of furniture, and upholstery shops but do not specifically address the storage of such. Staff recommended that the applicant include in their text amendment request the addition of a use that specifically addresses the storage of appliances and furniture. Since the proposed use directly relates to current uses already permitted in the MH-A district staff feels that appliance and furniture warehouses would not disrupt the flow of the neighborhood and the zoning district. Included with this memo is a copy of the MH-A regulations for the Board's review.

The Dare County Planning Board reviewed the proposed text amendment at their May 7, 2024 meeting. The Planning Board during their review found that the proposed amendments to the MH-A were consistent with the policies of the 2022 Dare County Land Use Plan. Two policies were specifically identified under the Land Use Compatibility section of the plan that applies to the amendment. The first policy is LUC #8 under the Commercial Development heading which states, that *Dare County supports the continued existence of locally owned businesses in unincorporated Dare County and that zoning regulations that allow the reconstruction and rebuilding of existing non-conforming businesses are the appropriate tool to support this goal.* The second policy is LUC #12 under the Re-development heading that reads, *Redevelopment of older structures shall be accomplished in a manner that is compatible with current NC building codes, federal flood insurance regulations and Dare County zoning regulations.* At close of the discussion the Planning Board recommended favorable action on the proposed amendments based on consistency with the above mentioned policies.

A copy of the proposed draft language and the Land Use Plan Policies are attached to this memo for the board's review. Any favorable action by the Board of Commissioners must also include a finding of consistency and reasonableness. A draft statement of this finding is attached.

Draft Motions:

Motion to adopt: "I move that the draft amendments to Section 22-23.2 MH-A zoning district be adopted as recommended by the Planning Board. A statement of consistency and reasonableness as prepared by staff is adopted as part of this motion."

Motion to revise: "I move that the draft amendments to Section 22-23.2 MH-A zoning district be adopted (insert revised language). A statement of consistency and reasonableness as prepared by staff is adopted as part of this motion."

No motion is needed if the Board chooses to take no action on the proposed amendments. Failure to take no action on the proposed regulation or amendment shall be deemed a denial of the proposed regulation or amendment unless stated otherwise by the Board of Commissioners.

SECTION 22-23.2 - MH-A MANNS HARBOR/ MASHOES ZONING DISTRICT

The following regulations shall apply to the MH-A zoning district:

(a) Intent. The MH-A district is intended to encourage the development of moderate density residential neighborhoods, to serve as a transition zone between low-density areas and more intensely developed areas, and provide a setting for a limited number of business uses associated with a coastal village location.

All existing uses are 100% "grandfathered" in perpetuity, as they exist as of the date the Manns Harbor/Mashoes zoning ordinance is adopted. Any structure destroyed or deteriorated by natural means, either partially or in full, may be rebuilt to 100% of its previous extent. This shall not apply to those nonconforming structures which are voluntarily removed or demolished. State and federal rebuilding regulations may apply.

(b) Permitted uses. The following uses and NO OTHER shall be permitted by right:

(7) Commercial/light industry, with the following conditions:

a. *Multiple building projects. Projects with more than one principal building per lot shall be submitted for site plan review under Section 22-31, "Group Development". Gross building size shall not exceed a maximum area of 10,000 square feet per individual building, excluding decks, and porches.*

b. Where a commercial/light industry use is adjacent to a residential use, the commercial/light industry use must provide a visual buffer along that boundary.

c. Light industry is defined as those uses involving assembling, disassembling, fabricating, finishing, manufacturing, packaging, repair, or processing activities. Only those light industrial uses not defined as "high-hazard group H" by the North Carolina State Building Code may be permitted.

d. The following commercial/light industry uses are permitted in District A and shall be of a non-itinerant nature:

- 1. *Appliance and furniture storage warehouse***
- 2. Automobile detailing, auto shops, paint and body shops.**
- 3. Agriculture/aquaculture.**

SECTION 22-23.2 - MH-A MANNS HARBOR/ MASHOES ZONING DISTRICT

The following regulations shall apply to the MH-A zoning district:

(a) Intent. The MH-A district is intended to encourage the development of moderate density residential neighborhoods, to serve as a transition zone between low-density areas and more intensely developed areas, and provide a setting for a limited number of business uses associated with a coastal village location.

All existing uses are 100% "grandfathered" in perpetuity, as they exist as of the date the Manns Harbor/Mashoes zoning ordinance is adopted. Any structure destroyed or deteriorated by natural means, either partially or in full, may be rebuilt to 100% of its previous extent. This shall not apply to those nonconforming structures which are voluntarily removed or demolished. State and federal rebuilding regulations may apply.

(b) Permitted uses. The following uses and NO OTHER shall be permitted by right:

- (1) Detached single-family dwellings.
- (2) Duplexes.
- (3) Customary accessory uses.
- (4) Mobile homes; provided that:

a. They are placed on foundations and anchored according to the North Carolina State Building Code for mobile homes in a hurricane state.

b. The requirements of the building inspector regarding skirting material and skirting area are complied with.

- (5) Traditional commercial fishing businesses, including crab shedding operations.
- (6) County owned or leased facilities.
- (7) Commercial/light industry, with the following conditions:

a. Where a commercial/light industry use is adjacent to a residential use, the commercial/light industry use must provide a visual buffer along that boundary.

b. Light industry is defined as those uses involving assembling, disassembling, fabricating, finishing, manufacturing, packaging, repair, or processing activities. Only those light industrial uses not defined as "high-hazard group H" by the North Carolina State Building Code may be permitted.

c. The following commercial/light industry uses are permitted in District A and shall be of a non-itinerant nature:

1. Automobile detailing, auto shops, paint and body shops.
2. Agriculture/aquaculture.
3. Bake shops (cakes, pastries, edibles and bakery goods).
4. Barber and beauty shops including tanning and exercise facilities.
5. Bicycle rentals with buffered storage areas.
6. Boarding horses, equestrian activities according to state regulations.
7. Boat building shop and related industry.

8. Boat launching ramps.
9. Carpenter/cabinet/wood-working/furniture making.
10. Catering businesses.
11. Computer/internet services.
12. Concrete finishing business and equipment.
13. Crab pot storage and other crabbing and commercial fishing gear.
14. Craft production and retail sales.
15. Consulting businesses.
16. Electronics.
17. Excavating and equipment.
18. Facilities owned by the State of North Carolina.
19. Garden and vegetable stands.
20. General contracting and related services.
21. Gunsmith shop and gun sales.
22. Heavy equipment shop with storage.
23. Historic home place tours and interpretation of village lifestyles.
24. House and boat moving businesses.
25. Hunting and sporting goods stores.
26. Landscape and lawn care businesses.
27. Mini-storage facilities.
28. Music shops and music lessons.
29. Elder in-home care facility (not to exceed 4 non-related patients).
30. Offices (financial, professional, medical and real estate).
31. Outboard engine repairs/sales.
32. Photography.
33. Plant nursery.
34. Pottery, clay works, ceramics.
35. Pressure washing business.
36. Radio, TV broadcasting and film production studio.
37. Restaurants – provided alcoholic beverage sales do not exceed 40% of total sales. Restaurants shall not feature a "drive-thru" window service, whereby patrons are served while seated in a motor vehicle. Restaurant seating capacity shall not exceed 100.
38. Seafood sales as per State of North Carolina regulations.

39. Sign making shops.
40. Small engine repair and sales.
41. Tree farms.
42. Taxidermist.
43. Tree removal, stump grinding, log splitting and wood sales.
44. Upholstery shops.
45. Welding shops.

(8) All church functions and cemeteries; churches are allowed to add additional structures to their properties.

(9) Fire stations, schools and other public buildings.

(10) Home occupations.

(11) Traditional village businesses including, but not limited to:

- a. Offices (financial, professional, medical and real estate).
- b. Retail/wholesale shops:
 1. Antiques, furniture and home decor.
 2. Apparel.
 3. Artist and art supplies.
 4. Avian breeding, sales and supplies.
 5. Bait and tackle supplies, fishing rod and lure assembly shops.
 6. Beehives.
 7. Books.
 8. Camera and photo supplies.
 9. Catering home business, in accordance with Health Code Standards.
 10. Coffee/tea cakes, pies, bakery goods and edibles.
 11. Florist.
 12. Fruit and vegetable stand.
 13. Gifts and imports.
 14. Hobby goods.
 15. Home schooling.
 16. Hunting and fishing supplies.
 17. Jewelry.
 18. Leather goods.
 19. Livestock for personal use only.

20. Millinery shops.
21. Music shops and music lessons.
22. Photography equipment sales and service.
23. Sewing shop/needle works, dry goods and supplies.
24. Tack and equestrian associated sales.
25. Toys.
26. Upholstery.
27. Woodcarving.

(12) Public parks and playgrounds.

(13) Small bed and breakfast homes as defined in Section 22-2.

(14) Fish houses; dockage, and piers (maximum pier length limited to 100 feet, measured from the shoreline extending to open water).

(15) Resident businesses provided that:

- a. Family member(s) resides on premises;
- b. Merchandise produced on or off the premises may be sold at the business;
- c. The total square footage designated as the resident business may not exceed 40% of the total floor area of the home. The business may be located within the confines of the home and/or in an accessory building located on the same property so long as total structures do not exceed 50% of the lot coverage;
- d. Parking requirements – Section 22-56 for the proposed use shall be applied.

(16) Family child care homes as defined in Section 22-2 and subject to the provisions of Section 22-29.1. (Amended 5-16-11)

(17) Child care facilities which are an accessory use of an existing or proposed church, public school, or other public building.

(18) Pet grooming; no overnight commercial kennel facilities.

(19) Accessory dwelling unit according to the provisions of Section 22-58.6 of this code. (Adopted 10-15-2018)

(20) Workforce housing - administrative review for one WHU subject to provisions of Section 22-58.7.

(c) Special uses. The following uses are permitted subject to the requirements of this district and additional regulations and requirements imposed by the Board of Commissioners as provided in Article IX of this chapter:

(1) Private clubs, golf courses, tennis courts, picnic areas, beach clubs and concessions integral thereto; provided that no open commercial activity and that no sign other than a directional sign is allowed.

(2) Public and private utility facilities, substations.

(3) Boat sales.

(4) Boat rentals; not to include personal watercraft and those vessels propelled by non-conventional inboard/outboard motors (i.e., "airboats").

(5) Telecommunication towers only associated with a principal use that is authorized as either a permitted use or special use in this district and subject to all standards established in Section 22-29.2.

(6) Mobile home parks, according to the standards of the Dare County Mobile Home Park Ordinance; not to include travel trailer parks.

(7) Fishing and hunting camp. A facility that provides organized fishing and hunting activities for customers for a fee. The facilities may include overnight guest quarters, clubhouse facilities, a swimming pool, storage buildings, piers, docks and private boat launching areas.

a. Overnight guest quarters shall be individual cabins constructed of components on permanent foundations consistent with the North Carolina State Building Code. The total square footage of each cabin shall not exceed 800 square feet of heated space. Cabins may be rented on a daily or weekly basis not to exceed 30 consecutive days. This 30-day limit shall not be interpreted to prohibit use of a fishing-hunting camp by community, civic or church groups for more than 30 consecutive days whereby the group reserves the camp for use by its membership which may change on a weekly or daily basis. For example, a youth group from eastern North Carolina reserves use of the camp for the months of June and July and during these months sub-chapters of the group from individual counties make use of the camp on a weekly basis. Portable toilets shall not be used as bathroom facilities.

b. Density: 1 cabin per 20,000 square feet of non-wetland area. Any wetland areas shall not be used in the calculation of density.

c. Setbacks: All cabins shall be located on the parcel according to the minimum setbacks for the MH-A district and shall be located a minimum of 20 feet from another cabin.

d. Any lot proposed for use as a fishing-hunting camp shall have frontage on the Albermarle Sound from Haulover Point to the western terminus of the William B. Umstead Bridge. This frontage shall be no less than 100 feet in width.

e. Travel trailers, motor homes, pickup coaches, recreational vehicles, tents or other temporary dwellings shall not be occupied on the camp property.

f. Boating launching facilities and clubhouse facilities shall be for the use of the guests of the camp. The clubhouse structure shall not be calculated in the cabin density calculation. No overnight guest quarters shall be provided in the clubhouse facility.

g. Signage for the camp shall be limited to 1 free-standing sign located at the entrance of the camp and shall not exceed 32 square feet in size.

h. Other reasonable conditions that may be imposed by the Board of Commissioners.

(Adopted 10-18-10)

(8) Workforce housing units - special use review if two or more WHU units subject to provisions of Section 22-58.7.

(9) Educational housing projects subject to the provisions of Section 22-58.8.

(10) Special use subdivisions subject to the provisions of Section 22-58.9.

(d) Dimensional requirements.

(1) Minimum lot size:

a. Single-family lots served by a private well and on-site septic tank/drain field system: 20,000 square feet of soil not classified as coastal wetland.

b. Single-family lots served by a county/state operated central water supply and on-site septic tank/drain field system: the lot size may be reduced to 15,000 contiguous square feet.

c. Duplex lots if served by a private well regardless of wastewater disposal method: 20,000 square feet.

Duplex lots if served by central water regardless of wastewater disposal method: 15,000 square feet. (Amended 10-15-2018)

(2) Maximum gross building size (applicable to all structures except publicly owned buildings, schools, and those structures directly associated with a church): 10,000 square feet excluding decks, porches, and similar non-heated space.

(3) Newly platted lots shall comply with the following dimensional standards:

a. Minimum lot width: 75 ft. measured at the building setback line.

b. Minimum front yard: 25 ft.

c. Minimum side yard: 10 ft. An additional 10 ft. side yard adjacent to the street is required for corner lots.

d. Minimum rear yard: 20 ft. No rear yard setback is required for waterfront lots.

(4) Maximum allowable lot coverage: 30%. Lot coverage of 50% may be authorized for those sites with an accessory dwelling unit and/or a traditional village business.

(5) Height limitation for commercial/light industry buildings: 40 feet. All other uses: 35 feet.

(Adopted 5-21-07)

(Am. Ord. passed 9-16-2019; Am. Ord. passed 6-21-2021; Am. Ord. passed 5-17-2023)

LUC Policy 7

Diversification of housing opportunities to address the housing needs of Dare County's year-round population is supported. Multi-family dwellings and other types of residential structures, such as accessory use dwellings, are appropriate alternatives. Amendments of existing dimensional requirements to create flexibility for the development of year-round housing may be acceptable if such amendments are consistent with existing patterns of development and scale of neighborhoods.

Implementation Strategy for LUC Policies 6 and 7

1. Administer existing zoning regulations and zoning maps that feature a majority of residential zoning districts. Existing dimensional regulations for lot coverage limitations, building heights, and minimum lot size for residential uses are appropriate. *Priority: on-going*

Commercial Development

As noted in the previous section, residential development is preferred over commercial development in unincorporated Dare County. However, some commercial and institutional development is needed to provide goods and services to the local residents and visitors. Pockets of commercial development are found along major transportation routes in unincorporated Dare County. A majority of the commercial development in Dare County is located in the municipal areas of the northern beaches with the unincorporated areas serving as residential neighborhoods for many permanent residents. With the limited amount of land in Dare County, development in the municipal areas supplement development in the unincorporated areas and vice versa for the towns.

One objective for commercial development is to reflect the Outer Banks coastal heritage. The importance of the aesthetics of commercial development was noted during development of the LUP update as contributing to the quality of life for our residents and to our viability as a tourist destination. The scale of commercial development was noted also by the Planning Board.

Two zoning tools used to limit the scale of development and affect building design are gross floor limitations and drive-thru window prohibitions. Many of the zoning districts, especially those adopted in the last decade, include maximum gross floor size limitations and prohibitions on drive-thru window service at restaurants. The goal of these two regulatory tools is to encourage locally owned businesses rather than franchise and corporate entities. Building design standards for commercial development is another method of impacting aesthetics of commercial structures but previous efforts to adopt such standards did not garner approval by the Board of Commissioners and were not adopted. However, the concept of building design standards is included as an implementation strategy in the 2022 plan for future consideration during the next five-to-ten-year planning period.

The 2022 LUP continues to offer support of locally owned businesses. Locally owned businesses are typically more community-oriented and participate in community events and

projects. Many of the locally owned businesses were constructed before zoning maps were adopted for their areas and may not be in compliance with setbacks or parking regulations. Some of the newer zoning districts adopted since 2006 include non-conforming language that allows 100% rebuilding of existing structures. Zoning amendments to allow more flexibility in the non-conforming language of the older zoning districts are identified as an implementation strategy to support the existing neighborhood shops and businesses.

As discussed in the previous section on residential development, housing for year-round residents and seasonal workers is an issue that many local businesses and larger corporate companies are struggling to address. Some of the larger employers provide employee housing for their seasonal workers. In addition to land use regulations that may be adopted by Dare County to facilitate housing opportunities, the private sector will need to continue its efforts to assist with housing for their employees.

[LUC Policy 8](#)

Dare County supports the continued existence of locally owned businesses in unincorporated Dare County. Zoning regulations that allow the reconstruction and rebuilding of existing non-conforming businesses are the appropriate tool to support this goal.

[LUC Policy 9](#)

Commercial development should be designed to meet the needs of Dare County's unincorporated villages and not designed to serve as regional commercial centers. The prohibition of drive-thru window service at restaurants and gross floor area limitations are examples of appropriate tools for this goal.

[LUC Policy 10](#)

Commercial businesses, regardless of size, should individualize their sites and building designs to reflect Dare County's coastal heritage. Franchise and corporate businesses are strongly encouraged to adapt their building designs and management plans to reflect Dare County's coastal village heritage.

[Implementation Strategies for LUC Policies 8-10](#)

1. Consider zoning amendments for non-conforming commercial structures to facilitate their replacement or repair in the event of damage from a natural disaster. *Priority: medium*
2. Continue to enforce existing gross floor area regulations to manage the size of commercial development at a neighborhood level. *Priority: on-going*
3. Continue to enforce drive-thru service restrictions for restaurants and consider extending these restrictions to those commercial districts that currently do not include such restrictions. *Priority: on-going*
4. Consider commercial building design guidelines that incentivize private sector development to incorporate coastal village architectural styles into their building design, signage and other site improvements versus the use of franchise or corporate building designs. *Priority: medium*

LUC Policy 11

Impacts on the local workforce should be considered by private sector developers when large-scale commercial developments are proposed for unincorporated Dare County.

Transportation for workers and the provision of employee housing are two issues that should be discussed with developers during review of such projects by Dare County.

Re-development

As the available vacant land in unincorporated Dare County is developed, redevelopment of existing developed properties with newer structures will become more prevalent. One issue that affects redevelopment tremendously is the federal floodplain rules. Redevelopment of existing structures must be evaluated relative to their elevation and the current applicable federal flood rules. Remodeling or additions to older structures that may not be elevated to the appropriate base flood can trigger substantial improvement thresholds if costs exceed 50% of the value of the structure. If the 50% threshold is exceeded, then structures must be elevated for compliance with flood regulations. Many older homes built before Dare County participated in the National Flood Insurance Program are faced with this substantial improvement challenge. Property owners may choose not to complete desired remodeling or additions in order to avoid having to elevate their home or business, which is a costly activity. The 50% flood threshold (substantial damage standard) also impacts older structures that may be damaged by storm tides or flooding. When repairs to flooded structures are made, often the structure is mandated to be elevated to the regulatory flood level because of the repair costs. Many of the older homes in Dare County have been elevated after flooding because of a substantial damage declaration for flood damages has been issued by Dare County. The elevation of the structure mitigates future flood losses but also adds to the longevity of the structure once it is elevated.

Many homes built in the late 1970s or early 1980s that are used as vacation rentals do not feature amenities, such as swimming pools, as found at the newer vacation homes. In recent years, some of these older homes have been demolished and replaced with newer structures. This trend will likely continue. A secondary impact of this type of redevelopment is the scale of the new home is often incompatible with the adjoining properties.

LUC Policy 12

Redevelopment of older structures shall be accomplished in a manner that is compatible with current NC building codes, federal flood insurance regulations and Dare County zoning regulations.

Industrial Development

Dare County does not have any traditional “smokestack” or manufacturing industries similar to those found in other parts of North Carolina or the United States. Manufacturing is limited to boat building, which is a traditional industry in Dare County due to our proximity to the water



STATEMENT OF CONSISTENCY AND REASONABLENESS

On June 3, 2024 the Dare County Board of Commissioners considered a zoning text amendment submitted by Kenneth and Angela Daniels that would amend Section 22-23.2 MH-A zoning district of the Dare County Code of Ordinances. This amendment to the MH-A seeks to allow for permitted uses under the Commercial and Light Industry heading to have multiple building projects subject to the requirements of Section 22-31 Group Developments. In addition the amendment would add Appliance and Furniture warehouses to the uses defined under the Commercial and Light Industry heading.

The Dare County Planning Board reviewed the proposed amendments on May 7, 2024 and voted to recommend favorable action on the amendment.

Section 22-86 of the Dare County Zoning Ordinance requires the Board of Commissioners to approve a statement of consistency and reasonableness for any proposed zoning amendment.

The 2022 Dare County Land Use Plan is the comprehensive plan for Unincorporated Dare County adopted by the Dare County Board of Commissioners on January 2, 2024.

A review of the Dare County Land Use Plan found the following policies to be applicable to the zoning text amendment.

Land Use Compatibility Management Topic

Policy LUC #8

Dare County supports the continued existence of locally owned businesses in unincorporated Dare County. Zoning regulations that allow the reconstruction and rebuilding of existing non-conforming businesses are the appropriate tool to support this goal.

Policy LUC #12

Redevelopment of older structures shall be accomplished in a manner that is compatible with current NC Building Codes, Federal Flood Insurance regulations, and Dare County Zoning Regulations.

Based upon a review of the policies, the Dare County Board of Commissioner finds the proposed amendments to Section 22-23.2 MH-A to be consistent with the 2022 Dare County Land Use Plan

Based upon a review of these policies, the Dare County Board of Commissioners and the Dare County Planning Board finds the zoning text amendments to be consistent with the 2022 Dare County Land Use Plan since the amendments will allow for the redevelopment of a non-

conforming property that was damaged by a fire and will allow the expansion and redevelopment of an existing uses that are currently permitted in the MH-A zoning district and the surrounding neighborhoods.

The Planning Board and Board of Commissioners acknowledges the intent of the MH-A District is intended to encourage the development of moderate density residential neighborhoods, to serve as a transition zone between low-density areas and more intensely developed areas, and provide a setting for a limited number of business uses associated with a coastal village location.

The Dare County Board of Commissioners hereby adopts the text amendments to Section 22-23.2 MH-A zoning district as recommended by the Dare County Planning Board.



Amendment to Special Use Permit 2-2020 issued to William and Shelly Daugherty for Mini Storage Facility Group Development

Description

William and Shelly Daugherty the owners of Shelly OBX Storage have submitted an updated site plan to expand their mini storage facility located at 6783 Hwy 64/264 in Manns Harbor. The applicants are seeking to expand the group development with the addition of a portable storage unit service on the parcel.

A detailed staff report, amended site plan, and draft amendments to SUP 2-2020 are attached with this cover sheet.

Board Action Requested

Approval of the draft amendments to SUP 2-2020 and updated site plan. "I move that the amendments to SUP 2-2020 and updated site plan for the Daugherty Group Development be approved."

Item Presenter

Noah H Gillam, Planning Director

SPECIAL USE PERMIT APPLICATION

Date: April 3, 2024 Application No. _____

Property Owner/Petitioner: William & Shelly Daugherty

Address: Attn: Benjamin M. Gallop, Attorney; P.O. Box 2029, Manteo, NC 27954

Telephone: (252)256-3811 Email: bmgallop@galloplawfirm.com

Review Fee Paid: \$1,134.23

Project Description: Amendment to Special Use Permit#2-2020 to provide for portable storage unit services in addition to the existing and previously permitted mini-storage facilities and to combine two previously permitted mini-storage parcels into a single parcel.

Property Description:

E pt 9, 8; 7r			Harbor Estates
Lot	Phase/Section	Block	Subdivision
Parcel: <u>023856000 & 023856008</u>			PIN: <u>975916746839 & 975916745975</u>

APPLICATION IS HEREBY made to the Dare County Planning Department for consideration of a Special Use Permit in accordance with the provisions of the Dare County Zoning Ordinance

Section: 22-23.2(b)(7)c.27. Special Use: Mini-Storage Facilities with portable storage unit services.

A site plan and other documents as required for review of the special use permit application shall be submitted to the Planning Department with the application. A special use permit application shall not be processed by the Planning Department until such time that all review fees have been paid and all necessary documents have been submitted. Once the application is determined to be complete, the Planning Department shall schedule review of the application as established in Section 22-65 and Section 22-70 of the Zoning Ordinance.

Special use permits are subject to quasi-judicial procedures and an evidentiary hearing before the Dare County Board of Commissioners. The notice procedures of Section 22-72 of the Zoning Ordinance shall be implemented by the Planning Department. Reasonable and appropriate conditions may be applied by the Board of Commissioners as part of the evidentiary hearing process.

Applicant:  Date: 4/3/2024
Benjamin M. Gallop, Authorized agent and attorney for Applicants William & Shelly Daugherty

May 09, 2024

MEMORANDUM

TO: DARE COUNTY BOARD OF COMMISSIONERS

FROM: Noah H Gillam, Planning Director

RE: Request to amend Special Use Permit #2-2020 for William and Shelly Daugherty to allow for the expansion of existing group development

A request for an amendment to SUP 2-2020 for Shelly OBX Mini Storage has been submitted by William and Shelly Daugherty. The original SUP issued in June of 2020 authorized the construction of a group development consisting of three mini storage warehouse facilities on parcel 023856000 in Manns Harbor. In August of 2021 the original SUP was amended to allow for the construction of a fourth building on the parcel. The applicants are seeking to expand the existing group development with the addition of a portable storage unit service on the parcel and their adjacent parcel.

In January of 2024 the Dare County Board of Commissioners approved a text amendment request submitted by the Daugherty's that allows for the use of portable storage unit services in the MH-A district subject to the requirements of Section 22-58.10 and Section 22-31 of the Dare County Zoning Ordinance. Copies of these Sections are attached to this memo for the boards review. The applicants currently operate the mini-storage facility on two adjoining parcels, as a condition of the SUP amendment, the applicants will need to recombine the properties so that they function as one and are subject to the conditions of the SUP. A site plan is attached that shows the proposed the improvements and recombination of the parcels.

The Dare County Fire Marshal has reviewed and approved the proposed site plan with conditions that are reflected in the draft SUP amendment. Planning staff has reviewed the proposed site plan and found that proposal meets the requirements of the Zoning Ordinance. Attached to this memo is a draft amendment to SUP #2-2020, the 2021 amendment, and the original SUP approved in 2020. It should be noted that all conditions of the original SUP and prior amendment shall remain in effect. The Board may add additional conditions to the draft SUP amendment during their review.

The Dare County Planning Board reviewed the proposed site plan and the draft amendments to the SUP at their regularly scheduled meeting on May 7, 2024. The Planning Board found the site plan and draft amendments to the SUP to be reasonable and appropriate for the proposed use.

Notice procedures for quasi-judicial hearings established in Section 22-72 of the Dare County Zoning Ordinance were implemented for today's quasi-judicial hearing.

Draft Motion- "I move that the amendments to SUP 2-2020 and associated site plan for Shelly OBX Storage Group Development be approved."



2024 AMENDMENT to Special Use Permit No. 2-2020
Dare County Sections 22-1, 22-23.2, 22-31, 22-58.10 and 22-65.

Application of: William & Shelly Daugherty for Shelly OBX Mini Storage

On June 03, 2024 The Dare County Board of Commissioners considered an amendment to SUP 2-2020 issued to William and Shelly Daugherty for the Shelly OBX Mini Storage group development in Manns Harbor. The original CUP was issued in June 2020 by the Dare County Board of Commissioners for a group development consisting of three mini storage warehouses. In August of 2021 an amendment was approved for the construction of a fourth building in the group development. This amendment authorizes the use of a portable storage unit service and placement of portable storage containers on the property.

Special Use: a group development for mini storage facilities, and associated portable storage unit service. A site plan depicting the proposed improvements is included as part of this Special Use Permit.

The following **revisions** shall be made a part of SUP #2-2020 as detailed below:

Condition #1 of the SUP 2-2020 is amended to read:

The group development authorized at 6783 Hwy 64/264 Manns Harbor, NC shall operate as prescribed in the definition set forth in Section 22-31 and Section 22-58.10 of the Dare County Zoning Ordinance.

Condition #2 of the SUP 2-2020 is amended to read:

The group development shall consist of the following structures/areas:

Mini storage structure #1-2400 square feet

Mini storage structure #2- 3600 square feet

Mini storage structure #3- 2400 square feet

Mini storage structure #4- 3600 square feet

Mini storage structure #5- 3600 square feet

Mini storage structure #6- 3300 square feet

Portable Storage Container Storage Area- 4537 square feet

Condition #3 of the SUP 2-2020 is amended to read:

The recombination of parcels 023856008 and 023856000 shall be recorded within 3 months of the date of the Board of Commissioners approval of the 2024 amendment to SUP #2-2020.

The following conditions shall be made a part of SUP # 2-2020 as detailed below:

1. Portable Storage Containers shall be securely anchored and in compliance with the Dare County Flood Damage Prevention Ordinance if on site for more than 14 consecutive days.
2. Customer access to Portable Storage Containers shall be restricted to the hours of 8 a.m.-5p.m. and shall only occur in the presence of an employee.
3. Portable Storage Containers shall only be kept in the designated areas as depicted on the site plan.
4. Portable storage containers shall not be stacked or stored vertically atop another.
5. Signage on Portable Storage Containers shall be limited to 12 square feet in total sign area
6. Portable storage containers shall be designed and/or constructed to meet the North Carolina Building Code requirements for High Wind Zones applicable in Dare County and certified by a North Carolina licensed engineer.
7. There shall be no parking of vehicles or trailers within any of the drive aisles unless actively loading or unloading storage units or portable storage containers.
8. No Parking Signs shall be installed on the Northeast end of each mini storage structure
9. The designated "Fire Apparatus Drafting Area" pad shall be leveled with an all-weather surface capable of supporting 75,000 pounds and "No Parking Between Signs" shall be installed in this area with arrows point to opposite ends.
10. A violation of this Permit shall be a violation of the Code and the special use may be revoked by the Board of Commissioners. Special use approval shall be revoked for any substantial departure from the approved application, plans, or specification; for refusal or failure to comply with the requirements of development regulation or any State law delegated to Dare County for enforcement purposes; or for false statements of misrepresentations made in securing special use approval. The same process for approval of a special use permit, including notice and hearing, shall be followed in the revocation of a special use permit.

All other terms and conditions included in the original SUP #2-2020 shall remain in force and part of this amendment.

This 03 day of June 2024

SEAL:

COUNTY OF DARE

By: _____
Robert L Woodard Sr.
Dare County Board of Commissioners

ATTEST:

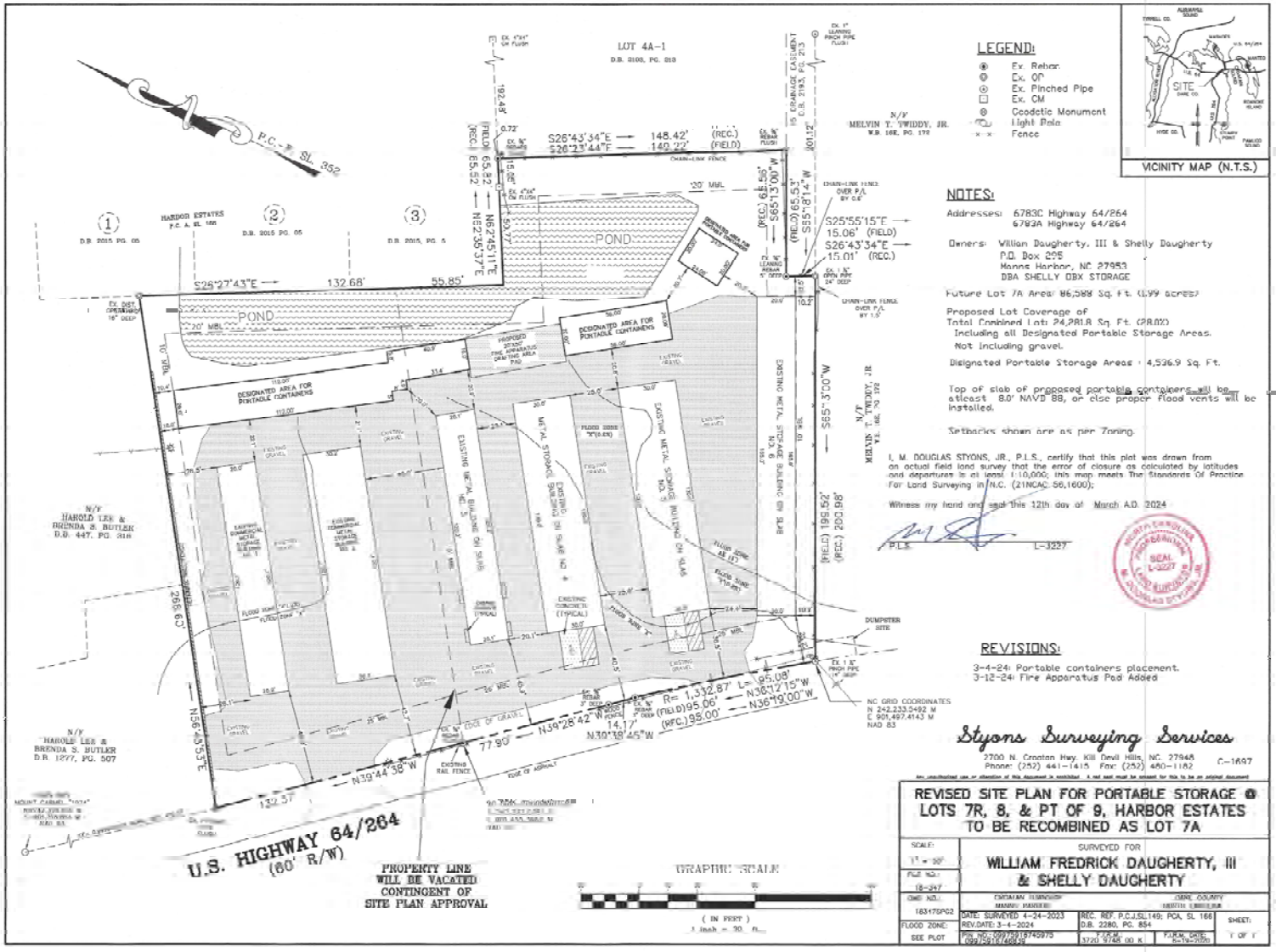
By: _____
Skyler Foley
Clerk to the Board

THIS PERMIT AND THE CONDITIONS HEREIN ARE ACCEPTED

By: _____
William & Shelly Daugherty
Shelly OBX Mini Storage

APPROVED AS TO LEGAL FORM

By: _____
Robert L. Outten
County Attorney



- LEGEND:**
- Ex. Rebar
 - Ex. OP
 - Ex. Pinched Pipe
 - Ex. CM
 - Codetic Monument
 - Light Pole
 - - - Fence

NOTES:

Addresses: 6783C Highway 64/264
6792A Highway 64/264

Owners: William Daugherty, III & Shelly Daugherty
P.O. Box 205
Manns Harbor, NC 27953
DBA SHELLY DBX STORAGE

Future Lot 7A Area: 86,088 Sq. Ft. (1.99 acres)

Proposed Lot Coverage of
Total Combined Lots: 24,818 Sq. Ft. (568.02)
Including all Designated Portable Storage Areas.
Not including gravel.

Designated Portable Storage Areas: 4,536.9 Sq. Ft.

Top of slab of proposed portable containers will be
at least 8.0' NAVD 88, or else proper flood vents will be
installed.

Setbacks shown are as per zoning.

I, M. DOUGLAS STYONS, JR., P.L.S., certify that this plot was drawn from
an actual field long survey that the error of closure as calculated by latitudes
and departures is at least 1:10,000; this map meets the standards of Practice
for Land Surveying in N.C. (21NCAC 56.1600);

Witness my hand and seal this 12th day of March A.D. 2024

M. Douglas Styons, Jr.
P.L.S. L-3227

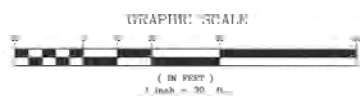


- REVISIONS:**
- 3-4-24: Portable containers placement.
 - 3-12-24: Fire Apparatus Pad Added.

Styons Surveying Services
2700 N. Croatan Hwy, Kill Devil Hills, NC 27948 C-1697
Phone: (252) 441-1415 Fax: (252) 440-1182

**REVISED SITE PLAN FOR PORTABLE STORAGE @
LOTS 7R, 8, & PT OF 9, HARBOR ESTATES
TO BE RECOMBINED AS LOT 7A**

SCALE: 1" = 20'	SURVEYED FOR WILLIAM FREDRICK DAUGHERTY, III & SHELLEY DAUGHERTY	
FILE NO.: 18-347	COUNTY: CURRUMPTIUM	
DATE SURVEYED: 4-24-2023	REC. REF. P.C.S.L. 149; P.C.A. SL 168	SHEET: 1 OF 1
REV. DATE: 3-4-2024	D.B. 2280, PG. 854	
DATE: 12/17/2020	DATE: 7/15/21	
FILE NO.: 18375000	FILE NO.: 17497976	
DATE: 12/17/2020	DATE: 12/20/2023	



U.S. HIGHWAY 64/264
(60' R/W)

PROPERTY LINE
WILL BE VACATED
CONTINGENT OF
SITE PLAN APPROVAL

Section 22-58.10—PORTABLE STORAGE CONTAINERS and PORTABLE STORAGE UNIT SERVICES

Portable Storage Unit Services may be offered as accessory uses to mini-storage facilities, storage warehouses, and storage/warehousing and storage centers in the following zoning districts: **CS, I-1, HML, MC-2, MC-1, C-2, C-3, MH-A** and **S-1**. Subject to the provisions of Section 22-31 Group Developments, and the following conditions

1. Portable Storage Containers shall not be used for residential or commercial occupancy
2. Portable Storage Containers may only be located upon a residential or commercial property for fourteen (14) consecutive days unless associated with construction at the property pursuant to duly obtained development permits. Portable storage containers associated with development permits must be secured and installed in compliance with the Dare County Flood Damage Prevention Ordinance and must be removed from the site within thirty (30) days from the expiration of permits or the issuance of a certificate of compliance or certificate of occupancy. No more than two (2) Portable Storage Containers may be located upon a property at the same time. The property owner upon which the Portable Storage Container is located is responsible for complying with this provision.
3. Portable Storage Containers located on the site of Portable Storage Container Service shall be securely anchored and in compliance with the Dare County Flood Damage Prevention Ordinance if on site for more than fourteen (14) consecutive days. Customer access to Portable Storage Containers located on the site of a Portable Storage Container Service shall be restricted to normal business hours and shall only occur in the presence of an employee of the Portable Storage Container Service.
4. Portable Storage Containers located on the site of Portable Storage Container service shall be kept in a designated area on the property and in compliance with applicable setbacks; this designated area shall count as lot coverage. Portable storage containers stored on site shall not be stacked or stored vertically atop another.
5. Signage on Portable Storage Containers shall be limited to 12 square feet in total sign area.
6. Portable storage containers shall be designed and/or constructed to meet the North Carolina Building Code requirements for High Wind Zones applicable in Dare County and certified by a North Carolina licensed engineer.

SECTION 22-31 - GROUP DEVELOPMENT PROJECTS

(a) Generally. Group development projects, consisting of two or more buildings devoted to a common or similar use and constructed on a single lot, may be permitted in specified districts as special use permits according to the provisions of Sections 22-65 and 22-70. Such review and approval shall be required for all group development projects. Adequate scaled site plans shall be submitted to allow for review of the size and location of all buildings, structures, streets, drives and parking spaces and their relationship to any open spaces and adjacent properties. Such group housing development plans shall also be accompanied by a computation or schedule, expressed in acres or portions thereof, which indicates the area and percentage of the site devoted to:

- (1) Gross area.
- (2) Parking area.
- (3) Net area.
- (4) Building area.
- (5) Open space.

(b) Design standards. - Generally. All group development projects shall comply with the following design standards:

(1) Street access. Any building established as a part of a group development project, which cannot properly be served by emergency or service vehicles from an existing abutting street, shall be made accessible to such vehicles by a publicly-dedicated street. All street improvements shall consist of a minimum 45-foot-wide right-of-way, with 20-foot-wide paved improvements located internal to this 45-foot right-of-way. All pavement and sub-base materials used in the construction of the street improvements shall be consistent with applicable NCDOT standards for acceptance into the state highway maintenance system. All proposed street improvements shall be built to be consistent with all other applicable NCDOT standards, including but not limited to, roadway design, utility placement, drainage improvements.

(2) The developer shall submit, as a part of the group development site plan, a signed statement of a North Carolina-licensed professional engineer, stating that the proposed streets as designed will meet all of the requirements of this section. The developer shall provide for inspections to ensure that the streets are being constructed in accordance with the approved site plan by an independent, licensed professional engineer during the construction process, whose reports are to be submitted to the Planning Board in accordance with a schedule submitted, and approved as part of the group development. Once the street improvements are complete, the developer shall submit a certificate of an independent, licensed professional engineer that the streets have been constructed in accordance with the approved site plan.

(3) The ownership of the streets shall be conveyed to a home owners' association or similar organization. The developer shall submit evidence that the ultimate owner of the streets will be institutionally and fiscally capable of maintaining the streets and rights-of-way to the specified standards in perpetuity. The developer must agree to maintain the streets until the owners' organization is fully functional, and must agree to contribute to that organization its share of the maintenance for all lots retained by the developer or successor.

(4) The approved site plan, the uniform covenants and deeds shall plainly indicate that the streets are dedicated to public use, and their maintenance is the responsibility of the owners' organization in perpetuity, or until the streets are accepted into the state highway system.

(5) Off-street parking and loading facilities. Off-street parking and loading facilities established in connection with a group development project shall be of such design, location and arrangement as will

not interfere with the efficient flow of traffic through the area and as will not interfere with the access of emergency or service vehicles.

(6) Separation of buildings. All buildings established as a part of a group development project shall be separated by not less than 20 feet.

(7) Setback requirements. Unless otherwise provided by this chapter for a specific type of group development, each group development project shall comply with the front yard setback and the side and rear yard requirements established for the district in which it is located.

(8) Prohibited uses. In no case shall a use be permitted as a part of a group development project that is prohibited by this chapter in the district in which such project is to be located. (Amended on 6-2-2008)

(c) Same - Group housing projects. In addition to the other standards set forth in this section, a group housing project shall comply with the following requirements:

(1) Setbacks. All buildings established as a part of a group housing project shall be set back not less than 25 feet from any side or rear property line.

(2) Location. No dwelling structure established as a part of a housing project shall be situated on a lot so as to face the rear of another dwelling structure within the development or on adjoining property.

(3) Lot size. A group housing project shall be permitted only on a lot or plot of ground having an area of not less than 20,000 square feet. (11-20-75, art. 3, 3.13)

(d) Group developments may be allowed in the following zoning district: R-2, R2-A, R2-B, R-2H, R2-AH, R-3, RS-6, RS-8, RS-10, SP-C, VC, VC-2, C-2, C-2H, C-3, I-1, S-1, BT, RB, MLM, WVC, MC-1, MC-2, SNC, and Highway 345. Only those uses listed as permitted and/or special uses in the applicable zoning district shall be considered for group developments. This language is not intended to allow any use as a group development that is not permitted by right in the applicable district. (Adopted by the Dare County Board of Commissioners on February 4, 2002)

(e) Disclosure of flood and other hazards.

(1) Any land proposed development as a group development as defined in this subsection which is located, wholly or partially, in a special flood hazard area as designated on the Flood Insurance Rate Map for Dare County shall include the following certificate on the site plan that is submitted for special use permit approval by Dare County:

“This property, or portions of this property, is located within a special flood hazard area as designated on Flood Insurance Rate Maps for Dare County. Location in a special flood hazard area represents a one percent (1%) or greater chance of being flooded in any given year. Flood insurance may be required by lending institutions for structures constructed on property located in special flood hazard areas.”

(2) Any land proposed for development as a group development which is located, wholly or partially, in a Coastal Outer Barrier Resources Areas as determined by the U.S. Fish and Wildlife Service, the following certificate shall be included on the final plat submitted for approval by Dare County Planning Director:

“**This property, or portions of this property, is located within a Coastal Outer Barrier Resources Act (CBRA) zone as determined by the U.S. Fish and Wildlife Service. Location in a CBRA zone precludes the availability of federally-insured loans and the purchase of federal flood insurance through the National Flood Insurance Program.**”

(3) The certificate shall also be included in any restrictive covenants that may be recorded for the group development or be included in any rental agreement that may be used in conjunction with the

leasing of rental units approved as part of a group development. A copy of these documents including this certificate shall be provided to Dare County in conjunction with the approval of the final as-built site plan.

(Adopted 1-20-2015; amended 11-20-2017)

(Am. Ord. passed 6-21-2021)



Conditional Use Permit No.2 --2020

Dare County Sections 22-23.2, 22-31, & 22-68.

Application of: William & Shelly Daugherty

On June 15, 2020 the Dare County Board of Commissioners considered the application of the Petitioner above named which application is on file with the Dare County Planning Department, and the Board finds as follows:

1. That the written application of Petitioner with attachments has been duly submitted to the Dare County Planning Board as required by Section 22 of the Dare County Code (hereinafter referred to as "Code");
2. That the application substantially complies with the requirements of the Code in that it requests uses permitted by conditional use permit under the Code, including residential structures in a group housing development;
3. The subject property is zoned MH-A. This property is identified on the Dare County tax records as parcels 023856000 and 023856006 and located in the Manns Harbor tax district.
4. That the Dare County Planning Board recommended for approval the granting of this Conditional Use Permit as requested. The Planning Board made this recommendation on May 11, 2020.
5. That the Dare County Board of Commissioners is empowered under sections of the Code set out above to grant uses such as allowed herein and insofar as the conditional use is hereinafter allowed it will not adversely affect the public interest;
6. That the hereinafter described conditional use is deemed to be reasonable and is not in degradation of the intent of the ordinance.
7. That upon the evidence received, the testimony presented, and the submitted written record, there are sufficient facts to support the issuance of this Conditional Use Permit according to the terms and conditions below:

NOW, THEREFORE, under the provisions of the Code, the following conditional use is granted to William and Shelly Daugherty for a group development consisting mini storage facilities subject to such conditions as are hereinafter set out:

CONDITIONAL USE: a group development for mini storage facilities. A site plan depicting the proposed improvements identified as Appendix B is included as part of this Permit.

CONDITIONS:

1. The group development authorized at 6783 E Hwy 64/264 Manns Harbor, NC shall operate as prescribed in the definition set forth in Section 22-31 of the Dare County Zoning Ordinance.
2. There is an existing 2,400 square foot storage facility onsite that was constructed in 2008 on parcel 023856000 that is building one of the group development. A building permit for a 3,600 square foot storage facility on parcel 023856006 was filed with Dare County planning on March 20, 2020, is building two of the group development. A proposed 3,600 square foot storage facility is building three of the group development. Proposed building three is to be constructed after properties are recombined.
3. The recombination of parcels 023856000 and 023856006 shall be submitted within 6 months of the date of CUP approval by the Board of Commissioners. A building permit for the proposed 3,600 square foot building three shall only be secured from Dare County once properties are recombined and within 12 months of the date of CUP approval by the Board of Commissioners.
4. Additional lighting fixtures shall be installed that are similar to the existing fixtures on the site. The new light fixtures shall be installed so that no light illuminates or reflects on any adjacent property or public right-of-way
5. Tenants of the storage building shall be allowed access to the site between the hours of 6:00 a.m. and 10:00 p.m. daily.
6. Parking area for fire apparatus must be provided and maintained adjacent to the pond on the rear of the property. The parking area must be at least 20'ft wide by 50'ft long. The pond in this area must be cleaned out and maintained with a minimum depth of 5'ft to allow for drafting operations.
7. The Planning Department staff shall monitor the site. The applicant shall be notified in writing if any violation of this CUP. Appropriate measures to correct any violation identified by the Dare County Planning Department shall be made upon receipt of notice. Failure to correct any violations may void this CUP and may result in the assessments of civil penalties as provided for in Chapter 10 of the Dare County Code of Ordinance and/or any other legal remedy available to Dare County.

8. Parking for the individual storage units shall be allowed immediately adjacent to the storage buildings to facilitate the loading and unloading of individual units.
9. The storage units shall be used for unconditioned storage and no storage unit shall be used or occupied for residential or commercial purposes.
10. All solid waste containers shall be located on the mini storage facility property.
11. All other terms and provisions of the Dare County Zoning Ordinance shall remain in full force and effect except as herein specifically permitted otherwise;

This 15th day of June 2020



COUNTY OF DARE

By: _____
Robert L Woodard
Dare County Board of Commissioners

ATTEST:

By:
Cheryl Arby
Clerk to the Board

THIS PERMIT AND THE CONDITIONS HEREIN ARE ACCEPTED

By:
William and Shelly Daugherty

APPROVED AS TO LEGAL FORM

By:
Robert L. Outten
County Attorney



2021 AMENDMENT to Special Use Permit No. 2-2020
Dare County Sections 22-23.2, 22-31 and 22-65.

Application of: William & Shelly Daugherty for Shelly OBX Mini Storage

On August 02, 2021 The Dare County Board of Commissioners considered an amendment to SUP 2-2020 issued to William and Shelly Daugherty for the Shelly OBX Mini Storage group development in Manns Harbor. The original CUP was issued in June 2020 by the Dare County Board of Commissioners for a group development consisting of three mini storage warehouses. This amendment is for the construction of one additional 20' x 165' mini storage warehouse.

The following revisions shall be made a part of SUP #2-2020 as detailed below:

Condition #2 of the SUP 2-2020 is amended to read:

There is one existing 2,400 square foot storage facility and two existing 3,600 square foot storage facilities on the parcel. A proposed 3,300 square foot storage facility will be building four of the group development.

Condition #3 of the SUP 2-2020 is amended to read:

A building permit for the proposed 3,300 square foot building four shall be secured from Dare County within 24 months of the date of the SUP amendment approval by the Board of Commissioners.

All other terms and conditions included in the original SUP #2-2020 shall remain in force and part of this amendment.

This 02 day of August 2021



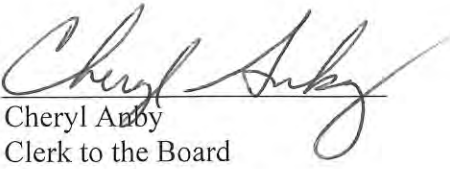
COUNTY OF DARE

By: 

Robert L. Woodard Sr.

Dare County Board of Commissioners

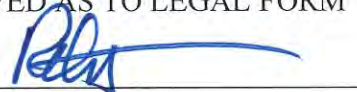
ATTEST:

By: 
Cheryl Anby
Clerk to the Board

THIS PERMIT AND THE CONDITIONS HEREIN ARE ACCEPTED

By: 
William & Shelly Daugherty
Shelly OBX Mini Storage

APPROVED AS TO LEGAL FORM

By: 
Robert L. Outten
County Attorney



Proposed Amendment to Chapter 96 Littering to include the releasing of Balloons

Description

Last month at the Board of Commissioners meeting, a request was made by Debbie Swick during the public comment period, asking the County to draft and adopt language that would make releasing balloons in Unincorporated Dare County illegal. Surrounding municipalities in Dare County have adopted similar language.

Attached to this cover sheet is a copy of draft text amendment language to Chapter 96 Littering that defines balloons, addresses the releasing of Balloons, and the penalties for violating the proposed code in Unincorporated Dare County.

(The proposed amendments can be found in red text)

Board Action Requested

Review draft language and schedule Public Hearing for July 15, 2024

Item Presenter

Robert Outten, County Manager

CHAPTER 96: LITTERING

Section

- [96.01](#) Application of provisions to municipalities
- [96.02](#) Definitions
- [96.03](#) Depositing litter on public and private property
- [96.04](#) Placing or dumping litter on private property
- [96.05](#) Provision of solid waste containers or dumpsters
- [96.06](#) Releasing Balloons within Unincorporated Dare County
- [96.07](#) Exceptions

- [96.99](#) Penalty

§ 96.01 APPLICATION OF PROVISIONS TO MUNICIPALITIES.

This chapter shall be effective within the corporate limits and extraterritorial jurisdiction of any municipality within the county which shall so agree by appropriate resolution.

(Prior Code, § 96.01) (Ord. passed 7-20-1970)

§ 96.02 DEFINITIONS.

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BALLOON. *A flexible, nonporous bag made from materials such as, but not limited to, rubber, latex, polychloroprene, mylar, or nylon fabric that can be inflated or filled with gas or fluid, such as helium, hydrogen, nitrous oxide, oxygen, air, or water, and then sealed at the neck of the bag. Dare County does not recognize any balloon as "biodegradable or photodegradable".*

BROWN GOODS. Mattresses, sofas, tables, chairs, televisions, electronic equipment and any other furniture or consumer goods of this nature.

CONTAINER. A plastic receptacle with a lid used for the disposal and storage of solid waste.

DUMPSTER. A stationary solid waste container which requires mechanical pick up by customized loading vehicles, including roll-off containers for the disposal of construction debris.

LITTER. Any amount of organic or inorganic waste material, crab and fish scraps including mollusk shells, debris, rubbish, refuse, garbage, trash, plastic, hulls, peelings, debris, metal or glass product containers, cardboard, tires, dead animals, motor vehicle

parts, boats and boat engine parts, travel trailers or recreational vehicles, mobile homes, brown goods, white goods, motor oil, batteries, agrichemical containers, scrap metal, wood or lumber, construction debris, *balloons*, or anything else which has been discarded, dismantled, abandoned, or otherwise disposed of improperly.

WHITE GOODS. Refrigerators, stoves, water heaters, washing machines, dryers, dishwashers, and any other scrap metals or goods of this nature.

(Adopted 5-16-2011)

§ 96.03 DEPOSITING LITTER ON PUBLIC AND PRIVATE PROPERTY.

No person shall place, deposit, or dump any litter on any public highway, roadway, lane, avenue, street, right-of-way, public property, or on the property of another in unincorporated Dare County.

(Prior Code, § 96.02) (Ord. passed 7-20-1970; amended 5-16-2011) Penalty, see § [96.99](#)

§ 96.04 PLACING OR DUMPING LITTER ON PRIVATE PROPERTY.

No person shall place or dump any litter on his or her property or property under his or her control.

(Prior Code, § 96.03) (Ord. passed 7-20-1970; amended 5-16-2011) Penalty, see § [96.99](#)

§ 96.05 PROVISION OF SOLID WASTE CONTAINERS OR DUMPSTERS.

It shall be the responsibility of each property owner of improved property and/or business owner in unincorporated Dare County to provide at least 1 solid waste container or dumpster on site of their property or business for the storage and collection of solid waste. The appropriate number of containers and/or dumpsters shall be as determined by the Dare County Public Works Department for the appropriate land use and scope of use of the subject property. Such containers and dumpsters shall be properly maintained to provide for servicing by the Dare County Public Works Department. Failure to provide solid waste containers or dumpsters shall constitute a violation of this chapter. Written notice to the property owner or business owner in question shall be provided by Dare County and shall identify the type of solid waste container that is needed and the number that is needed. Failure to respond to the notice within 10 calendar days of the date of the notice shall be subject to a fine of \$50 per day of non-compliance.

(Adopted 5-16-2011)

§ 96.06 RELEASING BALLOONS WITHING UNINCORPORATED DARE COUNTY

It shall be unlawful for any person, firm, nonprofit organization, or corporation to knowingly and intentionally release, participate in the release of, intentionally cause to be released, to litter by abandoning and not properly disposing of all waste material, any type of balloon inflated with a liquid, air, or gas within the limits of Unincorporated Dare

County, any waters within the zoning jurisdiction of Unincorporated Dare County, or the beach and/or dune areas within Unincorporated Dare County. The following are not violations of the Section:

- (A) Balloons released by a person on behalf of a governmental agency or pursuant to a governmental contract for scientific or meteorological purposes.*
- (B) Hot air balloons that are recovered after launching.*
- (C) Balloons released inside a building or structure that do not make their way into the open air.*

§ 96.07 EXCEPTIONS.

These regulations shall not apply to those authorized items that are placed along any public right-of-way of any street or road in conjunction with the large item pick-up activities conducted by the Dare County Public Works Department. This exception shall apply for a period of 3 days prior to any scheduled large item pick-up for a community or village of unincorporated Dare County. The placement of unauthorized items on any right-of-way shall be a violation of this chapter ordinance and subject to the provision of § [96.99](#). A listing of items authorized for large item pick-up can be obtained from the Dare County Public Works Department.

(Adopted 5-16-2011)

§ 96.99 PENALTY.

(A) Any person found to be in violation of §§ [96.03](#) and/or [96.04](#) shall be notified in writing by Dare County personnel. Such notice shall state the particulars of the violation and identify the items deposited on the site, the date on which the violation occurred, and state that such person has 5 calendar days from the date of the notice in which to remove the items to the Dare County landfill or other approved disposal site. If the person responsible for the litter is a tenant, occupant or lessee of the property, then written notice shall be provided to the property owner of record as listed on the Dare County tax files. The property owner of record shall be responsible for the proper disposal of the items deposited on the site or on any abutting right-of-way of the property.

(B) Failure to correct the violation as described in the notice within the 5-day period shall result in removal of the litter by Dare County personnel for proper disposal. A fine of \$200 plus the cost of disposal and tipping fees shall be charged for disposal of the litter by Dare County personnel and a bill provided to the property owner of record for the site upon which the violation occurred. Failure to reimburse Dare County within 30 calendar days shall constitute a lien against the property upon which the violation occurred. The lien shall be filed with the Dare County Tax Collector and collected in the same manner as provided for the collection of ad valorem taxes. Each separate violation shall constitute a separate offense and shall be treated accordingly with disposal fines calculated for each separate offense.

(C) Any person found to be in violation of §§ 96.06 shall be subject to a civil penalty in the amount of \$250.00 to be recovered by Dare County in a civil action in the nature of debt if the offender does not pay the penalty within ten days after having been cited for violation of the ordinance.

(Prior Code, § 96.04) (Ord. passed 7-20-1970; amended 5-16-2011)



Grant Pass Through for Wanchese Seafood Park

Description

Wanchese Seafood Park has an opportunity to construct a living shoreline to protect portions of the park. Grant funds are available but require a local government pass through. WSIP has asked Dare County to be the pass through.

Board Action Requested

Consider Item Presented

Item Presenter

Bob Peele

The Wanchese Marine Industrial Park is home to twenty-six businesses that together employ over 350 people. The Park has an annual economic impact of \$103 million to the State of North Carolina and remains an important component of the Dare County economy.

However, the Park is experiencing dramatic erosion along its Broad Creek shoreline – as much as two feet per year in some places. This erosion is beginning to threaten certain buildings and infrastructure in the facility such as the large boat ramp on Lot 12A of the Park.

The NC Marine Industrial Park Authority has teamed up with Sea and Shoreline and the NC Coastal Federation to pursue funding to install shoreline protection structures (rock revetments and/or WADS) to protect the shoreline into the future. The structures will run parallel to the Park's Broad Creek shoreline. The cost of the project is estimated to be \$ 3.4 million.

A two-pronged funding approach is being pursued. US Senator Tillis has submitted the project for consideration by the US Senate Appropriations Committee. Funding is also being pursued in the NC General Assembly.

The NC Marine Industrial Park Authority is requesting the help of Dare County to serve as the “pass through” of the funding. If approved the funding will be transferred from the NC Department of Public Safety to Dare County who in turn will contract with the NC Coastal Federation to administer the program and use of the funding.

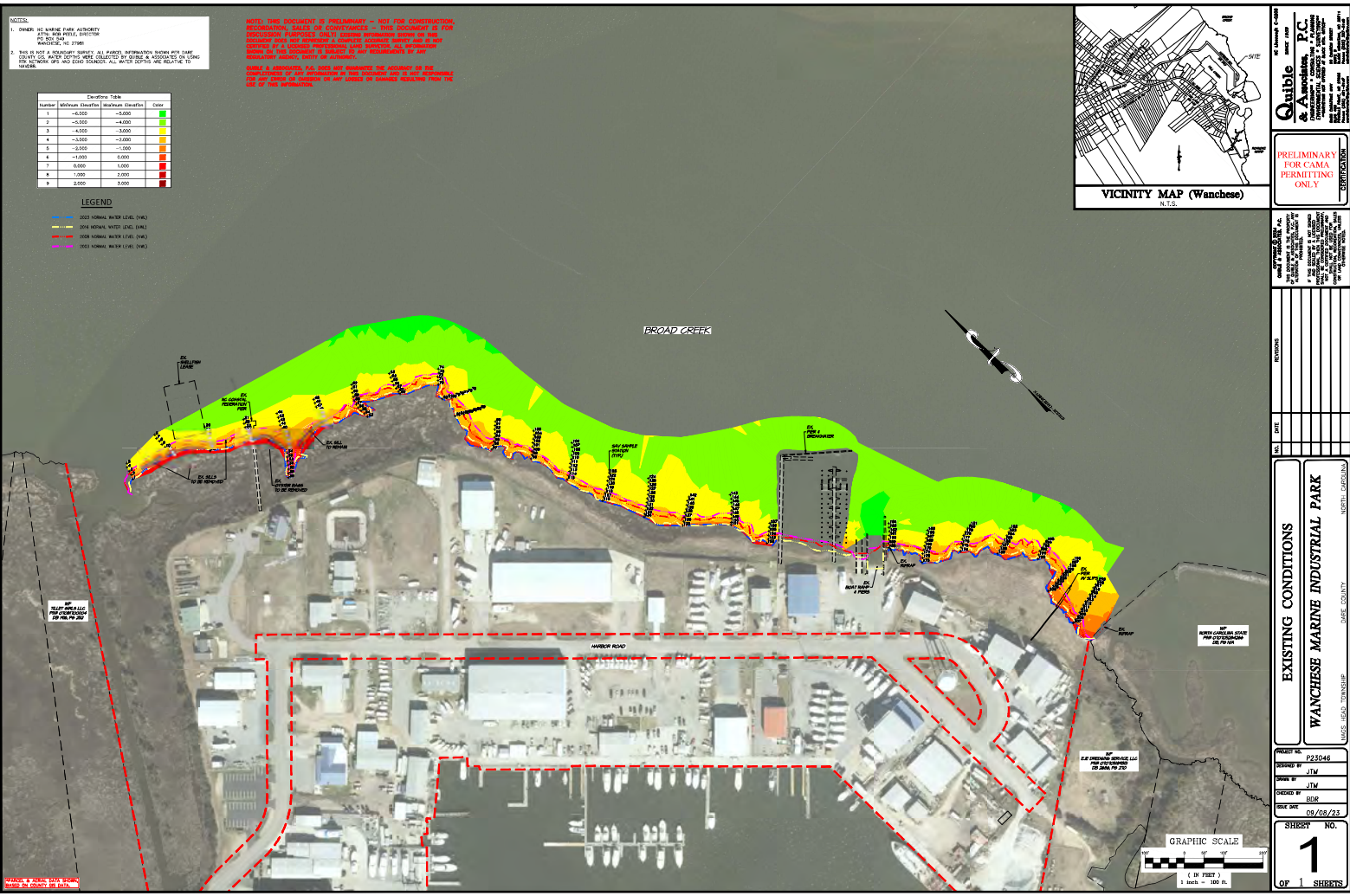
NOTES:
 1. OWNER: WACHOSE MARINE PARK AUTHORITY
 2716 HWY 17E, SUITE 200
 WACHOSE, NC 27888
 2. THIS IS NOT A PRELIMINARY SURVEY. ALL PLANNED IMPROVEMENTS SHOWN ON THIS DRAWING ARE BASED ON SURVEY DATA CONDUCTED BY QUIBBLE & ASSOCIATES, P.C. ON 08/08/2013. ALL ELEVATIONS ARE RELATIVE TO NAVD83.

NOTE: THIS DOCUMENT IS PRELIMINARY - NOT FOR CONSTRUCTION. REVISIONS, SALES OR ASSIGNMENTS - THIS DOCUMENT IS FOR INFORMATION PURPOSES ONLY. QUIBBLE & ASSOCIATES, P.C. IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT. THE USER OF THIS DOCUMENT IS ADVISED BY ANY REPRESENTATIVE OF ANY PROFESSIONAL ENGINEER, ARCHITECT, OR SURVEYOR.

Number	Minimum Elevation	Maximum Elevation	Color
1	-0.500	-0.500	Green
2	-0.500	-4.000	Yellow
3	-4.000	-10.000	Orange
4	-10.000	-20.000	Red
5	-20.000	-30.000	Dark Red
6	-30.000	-40.000	Black
7	0.000	0.000	Blue
8	1.000	2.000	Light Blue
9	2.000	3.000	Very Light Blue

LEGEND

- 0.000 NORMAL WATER LEVEL (NWL)
- 0.000 NORMAL WATER LEVEL (NWL)
- 0.000 NORMAL WATER LEVEL (NWL)
- 0.000 NORMAL WATER LEVEL (NWL)



Quibble & Associates, P.C.
 PROFESSIONAL ENGINEERS
 1000 W. HAYWOOD ST., SUITE 200
 WACHOSE, NC 27888
 PHONE: 252-338-2200
 FAX: 252-338-2201
 WWW.QUIBBLE-PC.COM

VICINITY MAP (Wanchese)
 N.T.S.

PRELIMINARY FOR CMA PERMITTING ONLY

PROJECT NO.	F23246
DRAWN BY	JTM
CHECKED BY	BJR
DATE	09/08/2013
SHEET NO.	1
OF SHEETS	1

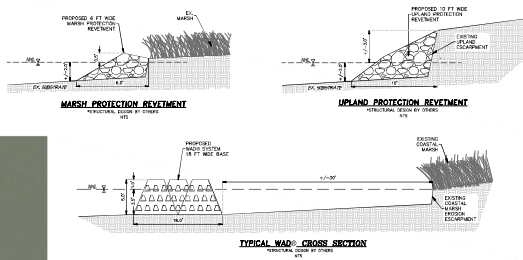
EXISTING CONDITIONS
WACHOSE MARINE INDUSTRIAL PARK

LOCAL: WACHOSE, WACHOSE COUNTY, NORTH CAROLINA

NOTES:
 1. OWNER: NC MARINE PARK AUTHORITY
 2714 W. HAYES STREET, SUITE 200
 P.O. BOX 2646
 WAREHOUSES, NC 27886

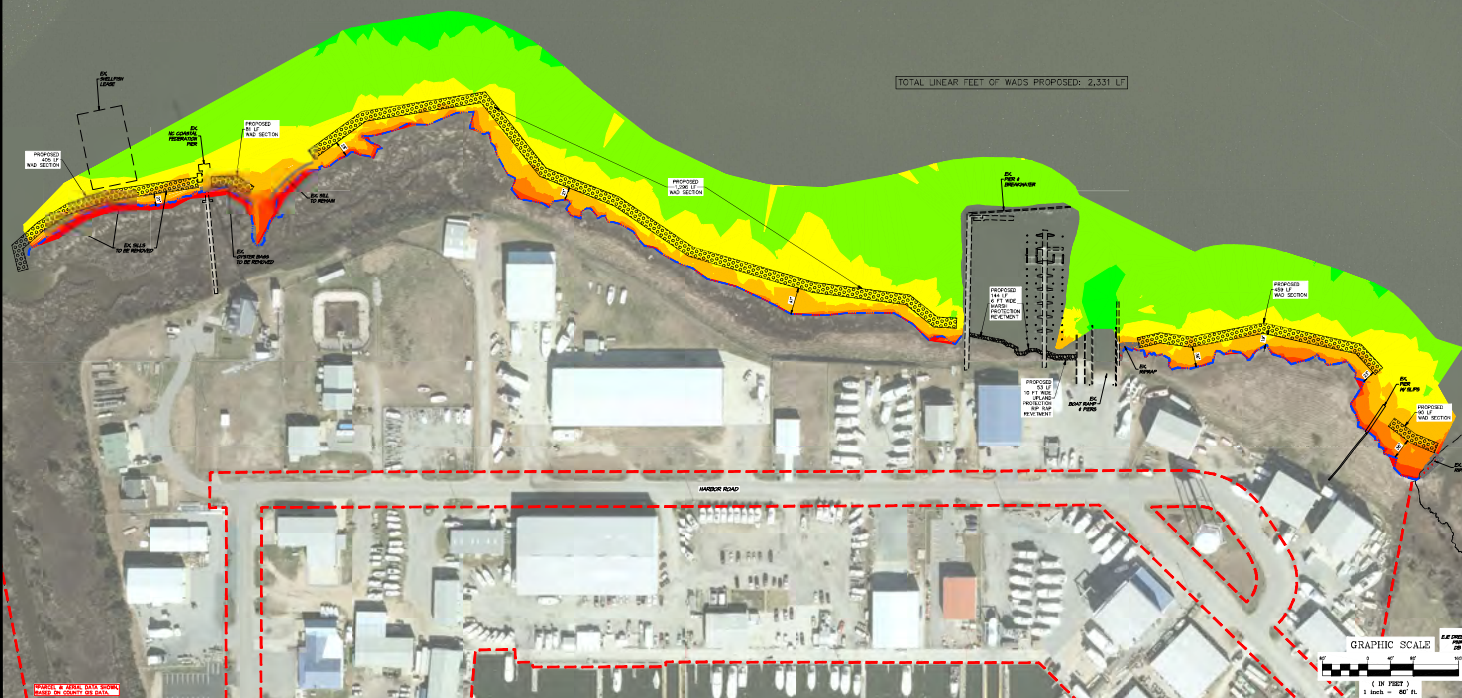
2. THIS IS NOT A PRELIMINARY SURVEY. ALL PLANNED IMPROVEMENTS SHOWN FOR THIS
 PROJECT ARE BASED ON DATA PROVIDED BY OWNER. A VERIFICATION SURVEY
 SHALL BE CONDUCTED PRIOR TO CONSTRUCTION. ALL VERTICAL DATA ARE RELATIVE TO
 DATUM.

Number	Minimum Elevation	Maximum Elevation	Color
1	-0.500	-0.500	Green
2	-0.500	-4.000	Light Green
3	-0.500	-10.000	Yellow
4	-0.500	-20.000	Orange
5	-0.500	-50.000	Red
6	0.000	0.000	Light Blue
7	0.000	2.000	Blue
8	0.000	5.000	Dark Blue



BROAD CREEK

TOTAL LINEAR FEET OF WADS PROPOSED: 2,331 LF



Quible & Associates, P.C.
 1000 W. HAYES STREET, SUITE 200
 WAREHOUSES, NC 27886
 TEL: 704.875.1234
 FAX: 704.875.1235
 WWW: QUIBLEANDASSOCIATES.COM

PRELIMINARY FOR CMA PERMITTING ONLY

CAMA PLAN
WANCHESE MARINE INDUSTRIAL PARK
 WAREHOUSES, NC 27886

PROJECT NO: F220246
 DRAWN BY: JTM
 CHECKED BY: BDR
 DATE: 04/10/24

SHEET NO. **2**
 OF 2 SHEETS





Dare County N.C. Cooperative Extension Report to the People

Description

County Extension Director, Tanya Lamo, will provide a report on the Extensions activities & accomplishments.

Board Action Requested

Informational Presentation

Item Presenter

Tanya Lamo, Dare County Extension Director



2024 Men's Health Month Proclamation

Description

Men's Health Month is a time to recognize the mental and physical health needs of men and boys while encouraging fathers to be role models through preventive health screenings, healthy living, and seeking needed help.

Board Action Requested

Adopt Proclamation

Item Presenter

Robert Outten, County Manager



2024 MEN'S HEALTH MONTH PROCLAMATION

- WHEREAS** Men's Health Month is part of an ongoing international effort to educate men, boys, and their families about receiving regular disease prevention screenings and living healthier lifestyles; and
- WHEREAS** Nationwide, life expectancy for men averages five years fewer than that of women, with men experiencing higher rates of health problems such as diabetes, obesity, cancer, heart disease, and premature mortality; and,
- WHEREAS** The Covid-19 pandemic has had a devastating impact on men's health in the United States, dropping men's life expectancy by two years; and,
- WHEREAS** Men's Health Month is a time for the public to recognize the mental and physical health needs of men and boys while encouraging fathers to be role models for their children through preventive health screenings, healthy living and seeking needed help; and
- WHEREAS** The growing epidemic of suicide and substance abuse requires special effort to raise awareness of unrecognized and undiagnosed depression and mental stress in boys and men; and
- WHEREAS** The centerpiece of Men's Health Month is National Men's Health Week, a special awareness period passed by Congress and signed into law by President Bill Clinton on May 31, 1994.

NOW, THEREFORE, The Dare County Board of Commissioners do hereby proclaim June, 2024 as Men's Health Month in Dare County, North Carolina.

This the 3rd day of June, 2024.

Robert Woodard, Sr., Chairman

Attest:

Skyler Foley, Clerk to the Board



Ferry Service for Rural Communities Program - NCDOT Ferry Division Letter of Support

Description

The Ferry Division is seeking letters of support for the Rural Ferry Program grant application that will provide funding to replace the aging M/V Silver Lake that provides service across the Pamlico Sound along Cedar Island - Ocracoke and Swan Quarter - Ocracoke routes.

Board Action Requested

Approve the letter of support to be signed by the Chairman

Item Presenter

Robert Outten, County Manager



County of Dare

Office of the Board of Commissioners

P.O. Box 1000 | Manteo, North Carolina 27954 | 252.475.5700

Robert Woodard
Chairman

Wally Overman
Vice Chairman

Rob Ross
Steve House
Bea Basnight
Danny Couch
Ervin Bateman

Robert L. Outten
County Manager / Attorney

Skyler Foley
Clerk to the Board

June 3rd, 2024

Ms. Veronica Vanterpool
U.S. Department of Transportation
Acting Administrator, Federal Transit Administration
1200 New Jersey Avenue, SE
Washington, DC 20590

NCDOT Ferry Division Rural Ferry Program – Replacement of the Motor Vessel (M/V) Silver Lake Vehicle and Passenger Vessel

Dear Ms. Vanterpool,

This letter is in support of the North Carolina Department of Transportation Ferry Division's application for the Rural Ferry Program Grant to replace the M/V Silver Lake vehicle and passenger vessel.

The M/V Silver Lake vessel provides service across the Pamlico Sound along the Cedar Island–Ocracoke and Swan Quarter–Ocracoke routes. The M/V Silver Lake is fifty-five years old and the Ferry Division's oldest vessel. It is past its useful life and is in marginal physical condition. The replacement of the M/V Silver Lake is top priority for the Ferry Division, noting it as the number one priority for replacement within their recent *Vessel Replacement Study*. Replacing this vessel would provide needed updates to the Ferry Division to maintain their fleet and continue to provide reliable service to the Cedar Island, Swan Quarter and Ocracoke communities. It also supports the USDOT's Justice40 Initiative, as the Climate and Economic Justice Screening Tool (CEJST) highlights that Swan Quarter and Ocracoke are within a disadvantaged census tract.

The NCDOT Ferry Division provides vital transportation services in North Carolina, connecting people to jobs, education, and medical services, while also supporting the movement of goods and supplies. It is also critical in helping the region prepare for and respond to hurricanes and other disasters. This project will continue to strengthen the operations and resiliency of the Ferry Division, which is critical to coastal North Carolina.

We appreciate your consideration of this application.

Sincerely,

Robert L. Woodard, Sr.
Chairman, Dare County Board of Commissioners



Budget Amendments to Move Unrestricted Amounts to the General Fund from the Home Health & Hospice Fund and the Coronavirus Relief Fund and to Close the Coronavirus Relief Fund.

Description

See attached summary.

Board Action Requested

Approve the two Budget Amendments

Item Presenter

David Clawson, Finance Director

Item Summary: Budget Amendments to Move Unrestricted Amounts to the General Fund from the Home Health & Hospice Fund and the Coronavirus Relief Fund and to Close the Coronavirus Relief Fund.

Two budget amendments follow this summary.

The first is for the Home Health & Hospice Fund, a sub-fund of the General Fund, required by the Certificate of Need sale contract. \$290,000 of the sale proceeds were restricted by the contract at June 30, 2023. That amount reduces to \$145,000 at June 30, 2024 and must remain in the fund. The remaining unrestricted amount of \$2,614,389 will be moved to the General Fund.

Except for the reduction of the restricted amount from \$290,000 to \$145,000, these are not new unrestricted funds because the Home Health & Hospice Fund is a sub-fund of the General Fund, and the amounts have been included in all consolidated General Fund unrestricted calculations and audit reports.

The second is for the Coronavirus Relief Fund, established for the State Coronavirus Relief Act funds, and for reimbursements from FEMA & NCEM. The County took a very aggressive stance on FEMA/NCEM reimbursements. Those projects were officially closed on May 29.

The County received \$532,798 of reimbursements of costs incurred in the General Fund including \$13,419 of administrative costs reimbursed this year. The budget amendment moves that amount to the General Fund and allows for the fund to be closed.

DARE COUNTY

BUDGET AMENDMENT

F/Y 2023-2024

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Home Health & Hospice Fund					
<u>Revenues:</u>					
Appropriated fund balance	163090	499900		\$2,600,000	
Interest	163040	450100		\$13,419	
<u>Expenditures:</u>					
Transfer to General Fund	164925	591000		\$2,614,389	

Explanation:

To move the unrestricted fund balance & unrestricted funds to the General Fund.
The restricted amount by contract of \$290,000 remains in the Home Health & Hospice Fund.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____

DARE COUNTY

BUDGET AMENDMENT

F/Y 2023-2024

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department: Coronavirus Relief Fund					
<u>Revenues:</u>					
Appropriated fund balance	103090	499900		\$517,139	
Grant revenue (FEMA)	103025	422225		\$15,659	
<u>Expenditures:</u>					
Transfer to General Fund	144925	591000		\$532,798	

Explanation:

To move all funds to the General Fund to enable the closing of the Coronavirus Relief Fund.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____



Recommended Capital Improvements Plans for the County, Dare County Schools, and the Water Fund

Description

The Capital Improvements Planning Committee met on May 20, 2024 and recommends the following capital improvement plans for County, Dare County Schools, and the Water Fund.

Board Action Requested

Approved the recommended plans and adopt the capital project ordinances and budget amendments for fiscal year 2025.

Item Presenter

David Clawson, Finance Director



Consent Agenda

Description

1. Approval of Minutes (4.17.24 & 05.07.24)
2. Renewal of Agreement with Outer Banks SPCA
3. Resilient Coastal Communities Program Applications
4. Delegation of Authority - Dare County Transportation FY26
5. 2024 Avon Property Owners Association Fireworks Display
6. NC Emergency Management Disaster Relief and Mitigation
7. Interlocal Agreements with Municipalities within Dare County Pertaining to the Motorola FLEX Public Safety Software
8. Budget Amendment - SHIP Grant - Baum Center
9. Health - 2025 Opioid Settlement Funds
10. DHHS - Social Services Division - Memorandum of Understanding between NCDHHS & Dare County

Board Action Requested

Approval

Item Presenter

Robert Outten, County Manager



Approval of Minutes

Description

The Board of Commissioners will review and approve their previous minutes which follow this page.

Board Action Requested

Approve Previous Minutes

Item Presenter

Robert Outten, County Manager



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

9:00 a.m., May 7th, 2024

Commissioners present: Chairman Robert Woodard, Sr., Vice Chairman Wally Overman, Rob Ross, Steve House, Bea Basnight, Danny Couch, Ervin Bateman

Commissioners absent: None

Others present: County Manager/Attorney, Robert Outten
Deputy County Manager/Finance Director, David Clawson
Master Public Information Officer, Dorothy Hester
Clerk, Skyler Foley

A full and complete account of the entire Board of Commissioners meeting is archived on a video that is available for viewing on the Dare County website www.darenc.gov.

At 9:01 a.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. George Lurie to share a prayer, and then he led the Pledge of Allegiance to the flag.

The Chairman recognized members from the Board of Education, Chairman David Twiddy, Susan Bothwell, Mary Eilon Ballance, Ron Payne and Superintendent Basnight. He also recognized Town of Manteo Mayor Sherry Wickstrom, and Town of Kill Devil Hills Commissioner Ivy Ingram. Lastly, he recognized the Director of the Community Foundation, Chris Sawin.

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

Following is a brief outline of the items mentioned by Chairman Woodard:

- The Chairman reported that he feels that his recent trip to Washington D.C. with the Vice-Chairman, Commissioner Couch, and the County Manager to discuss the petroleum issue in Buxton with the staff of Senator Budd and Senator Tillis made progress. Superintendent Dave Hallac had been working with the Army Corps of Engineers out of Savannah for almost eight months without much progress. However, following the trip to D.C., the U.S. Army Corps Savannah District Leadership visited the site with representatives from the National Park Service on May 1st and later met with himself, the Vice-Chairman, County Manager, and Dr. Sheila Davies. The Chairman expressed confidence in the Army Corps' sincerity and willingness to expedite the evaluation process. They have already awarded a contract for the evaluation to begin sooner than originally planned and have committed to being more transparent by providing public announcements and holding a public

meeting at the Fessenden Center on May 14th or May 21st. (There was a consensus to meet on May 14th.) He further explained that despite the fact that there is infrastructure still in place, the FUDS program does not provide funding for its removal, they only address contaminants. He reported that Col. Sturgeon is collaborating with other agencies to determine who can address the infrastructure issue and even though progress has been made, there is still work to be done to mitigate the infrastructure problem. The DEQ has issued a strong statement to the Corps. He emphasized that it is encouraging that the contract is being expedited, and it is important to resolve this issue as soon as possible.

ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS

- 1) Misty Parnell, received a 10-year pin.
- 2) Stephen Allen, received a 10-year pin.
- 3) Kimberly Atwell Rusk, received a 15-year pin.

ITEM 3 – EMPLOYEE OF THE MONTH – MAY 2024

Captain Stephen Burritt received the Employee of the Month award from Jennie Collins who described the many ways that he is an asset to the EMS Department.

ITEM 4 – PUBLIC COMMENTS

At 9:25 a.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which may be viewed in their entirety in a video on the County website:

The following comments were made in Manteo:

1. Debbie Swick proposed a ban on the release of helium balloons in North Carolina and is seeking the support of the Board of Commissioners. She emphasized the importance of considering the impact on wildlife in this process, as balloons can travel up to 13,000 miles and last over 100 years in the environment. She suggested that this issue be added to the next agenda for consideration.
2. Carla Heppert, from the Children and Youth Partnership, announced that the 15th Annual Child Fest on Roanoke Island will take place on May 10th at Festival Park. This event, which initially began as a simple picnic has grown significantly. She noted that there are over 60 exhibitors participating, and the festival aims to offer a variety of free activities for children. She stated that Kids Fest truly embodies the spirit of community in Dare County and is a wonderful opportunity to celebrate and honor our young children.
3. Heather Jennette, representing the Buxton Civic Association, expressed gratitude to the Board for their dedication to the issue at hand and hopes that the Buxton Civic Association can share some of that credit for getting the momentum going. She challenged a few things about FUDS, and stated that their website currently states that their responsibilities include, but are not limited to, cleaning up hazardous toxic and radioactive waste sites, removing munitions and explosives of concern, and munitions constituents and doing building demolition and debris removal. She stated that from their viewpoint that they are responsible for more than just removing one piece of pipe. They feel that there have been years of intentional misdirection from the U.S. Army Corps of Engineers in an attempt to deny responsibility. They have

attempted to refute the designation of the site as a FUDS and made claims that the current site is a result of natural force and erosion rather than gross negligence. She asked for the BOC to assist them in keeping the momentum going and to help expedite a solution to these hazards which have the potential to really devastate the community. Chairman Woodard reiterated that the BOC remains committed to addressing this issue without relenting.

4. Scott Hobbs provided an update on Camp Emanuel in Colington, a facility that will be used for recreation, dining, and community outreach. The first phase of construction has been completed, and the second phase is currently in progress. The third phase will involve finishing the interior of the facility. Hobbs invited everyone to come and see the progress that has been made and shared his hope that the facility will be completed by the following summer.
5. Aida Havel stated her pride in the achievements of the Buxton Civic Association in a short period of time. She emphasized that their cause is her cause and supports everything Heather Jennette had previously stated. Havel appreciated her questions being sent to the Army Corps of Engineers and hoped it played a part in their presence. She encouraged everyone to continue putting pressure on the Corps, as they have agreed to potentially remove one pipe and whatever it is attached to, it is clear that more action is needed. Havel stressed the importance of maintaining pressure while the Corps is attentive to the issue. She further discussed the housing issue and mentioned that two citizens had informed her about available land within the county. She suggested that the county should consider purchasing the 14 acres in Rodanthe where the abandoned water park sits and beginning development there.

The following comments were made in Buxton:

6. Susan Sigmon mentioned that she is a property owner in Buxton, NC on Cottage Ave. She expressed her concern as a rental property owner and expressed her gratitude for Commissioner Couch and Buxton Civic Association. She praised the passionate individuals in the Civic Association and National Park Service Superintendent Dave Hallac for their efforts. She highlighted the Army Corps of Engineers' first step in indicating pipe removal and emphasized the need for full remediation of the area rather than just removing the pipe. She urged the community to advocate for nothing less than full remediation of the affected area.

The County Manager closed Public Comments at 9:53 a.m.

ITEM 5 GOVERNOR'S AWARDS FOR VOLUNTEER SERVICE

Shannon Glaser presented the following individuals with the North Carolina Governor's Service Award: Susan Lee, Lisa Minerich, Colette Mainardi, Paul & Cathy Lesiewicz, Lee Goldman, Karen DeBellis, Ginny Flowers, and Marvin Parker. Deborah Swick was recognized as a Medallion Winner, Glaser noted that it is the highest honor in NC.

ITEM 6 – DARE ARTS CELEBRATES 50 YEARS ON THE OUTER BANKS IN 2025

Jessica Sands, the Executive Director of Dare Arts, discussed the organization's mission of promoting the Arts through advocacy, enrichment, and opportunity. She provided an in-depth

overview of the history of the organization, its key accomplishments and missions, and shared details about the plans for the upcoming 50th Anniversary Celebration in 2025.

ITEM 7 – PROCLAMATION – EMS WEEK MAY 19th-25th

Chief Jennie Collins expressed her gratitude to the Board for their support of the EMS Department. She highlighted the importance of their recognition and appreciation for the hard work carried out by the department.

MOTION

Commissioner House motioned to adopt the Proclamation naming May 19th-25th as EMS Week in Dare County.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 8 – PROCLAMATION – OLDER AMERICAN’S MONTH 2024

Every May, the Administration for Community Living (ACL) leads the celebration of Older American's Month (OAM). This year's theme, "Powered by Connection," focuses on the profound impact that meaningful connections have on the well-being and health of older adults — a relationship underscored by the U.S. Surgeon General's Advisory on the Healing Effects of Social Connection and Community.

MOTION

Vice-Chairman motioned to adopt the proclamation declaring May as Older American's Month 2024.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 9 – PROCLAMATION – JUNE 15TH TO BE NAMED AS WORLD ELDERS ABUSE AWARENESS DAY

Every year on June 15, World Elder Abuse Awareness Day (WEAAD) is commemorated in America and worldwide. Through WEAAD, awareness is raised about the millions of older adults who experience elder abuse, neglect, and financial exploitation.

MOTION

Vice-Chairman Overman motioned to adopt the Proclamation declaring June 15th to be named as World Elders Abuse Awareness Day.

Commissioner Basnight seconded the motion.

VOTE: AYES unanimous

The Board Recessed at 10:27 a.m., they reconvened at 10:48 a.m.

ITEM 10 – DHHS – PUBLIC HEALTH OPIOID SETTLEMENT FUNDS PROPOSAL PLAN FOR FY2025

Roxanna Ballinger recognized that May 7th was National Fentanyl Awareness Day. She then gave a presentation on the Public Health Opioid Settlement Plan. She discussed the following: the \$26 billion-dollar agreement reached in July 2021; the \$750 million allocated to North Carolina Local Governments; that North Carolina developed a Memorandum of Agreement to address treatment, recovery support, and harm reduction with the opioid settlement fund; and that Dare County is expected to receive around \$6.2 million over an 18-year period. The presentation also covered stakeholder survey details, responses to local substance use disorder treatment programs, social determinants of health, naloxone and

fentanyl test kits, Dare County Detention Center Services, and feedback and general comments from the survey.

She proceeded to explain the FY2025 Settlement Plan, which included \$68,000 allocated for the Peer Support Specialist, \$75,000 for the Recovery Court Case Manager, \$100,000 for Naloxone and Test Strips for Community Distribution, \$12,000 for Social Determinants of Health, \$50,000 for Linkage to Care, and \$65,000 for Community Initiatives.

MOTION

Commissioner Bateman motioned to approve the Opioid Settlement Plan.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

The Chairman asked for a motion to amend the agenda to move Item 15 & 16 ahead of Item 11.

MOTION

Commissioner Ross motioned to approve the amended agenda.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 15 – CAPITAL PROJECT ORDINANCE FOR DARE COUNTY SCHOOLS EARLY COLLEGE

Mr. Clawson explained to the Board that the Capital Project Ordinance is in place to approve the architectural contract for Oakley Collier. Their set percentage fee will be based on the existing contract the county has with them for projects and services. The source of funds for this project will come from a future bond issue, likely in 2025, depending on the design time. In summary, the revenue side will be bond proceeds and the expense side will be the architectural contract.

MOTION

Commissioner Ross motioned to adopt the Capital Project Ordinance for Dare County Schools Early College.

Commissioner Couch seconded the motion.

Mr. Outten clarified that by establishing a project ordinance, we can allocate revenue and use funds from it. Simply approving the ordinance does not authorize spending; there is an additional step required before any funds can be used.

VOTE: AYES unanimous

ITEM 16 – EARLY COLLEGE PREP DESIGN CONTRACT

A full account of the Board's discussion and action on this item is archived on a video that is available for viewing on the Dare County website. Following is a brief synopsis –

Mr. Outten explained that the contract is with Oakley Collier, which will allow them to do the design service. He noted that it is a standard contract and there is nothing different than the contracts that have been done with them prior. He emphasized that the contract time is important because if an Early College is going to be done and we are going to do it on the schedule that was discussed at the CIPC meetings, then Oakley Collier has to start now so they can have it ready to go and get everything built by 2026 school year.

Mr. Outten stated that in the CIPC meeting, discussions took place with Superintendent Basnight and members of the School Board about needs of Dare County Schools. At the time, the Board of Commissioners concern was that if the \$25 million was spent for the Early College that it would use up all the capital funds until the 2027/2028-time frame (FY 28.) This indicates that it would be at least three to four years before we can start working on new projects, as we would have utilized all the available funds from the lottery and sales tax designated for schools. Outten mentioned that the schools had indicated that there were no additional projects requiring funding at this time and based on that information, the BOC proceeded with the Early College. However, confusion has risen due to a month or two later, they were presented with a longer-term capital plan including approximately \$29 million worth of capital items.

Superintendent Basnight spoke to the Board about the history on his understanding of the Early College program, emphasizing that it is not a new concept but rather something that was discussed prior to him being hired as Superintendent. He explained that the administration has been transparent throughout the process, including the visit at the Twiford Building with county officials to assess its potential for renovation. After consulting with an architect, it was determined that one building was usable while the other would need to be demolished, with a total estimated cost of \$17 million. In considering the best use of funds, discussions on the possibility of constructing a new building on the COA campus were held, which had an estimated cost of \$21 million. This led to further discussions about the potential benefits of placing it on the COA campus. Basnight noted that all of these details have been shared publicly.

He went on to explain that they did not include the Early College in a Capital Improvement Plan Discussion, it was not a plan tied to the schools CIP in Dare County. He explained that they thought that the use of education lottery funding, which is designated for school construction, was separate from the ongoing needs outlined in the Capital Improvement Plan. Typically, the proposed CIP aims to allocate around \$2 million annually, but this year's budget of \$29 million is an exception. This increase was due to the realization that funds earmarked for First Flight School would be depleted, providing access to additional funds. The \$29 million allocation was not expected to be spent in one year, but rather spread out over time. Items listed beyond the next year in the CIP are subject to change and may be adjusted in the future.

Outten explained that the Board of Commissioners had approved a Capital Improvement Project Plan (CIP) for the schools last year, but some items on the priority list were not included in that CIP. He emphasized the importance of the BOC being aware of all items on the list so they could plan accordingly and avoid any misunderstandings. The list presented was a placeholder for the 2026-2027 year, but not a concrete timeline for completion. The Superintendent provided a detailed overview of the school CIP Priority List, which included projects such as the renovation of the CHSS Cafeteria, upgrades to the MHS Athletic Complex, expansions at FFHS, CHES, FFMS, and FFES, improvements to the MHS Home Locker Room and lighting upgrades. Additionally, the list included projects related to maintenance and transportation, such as Run Hill or Lot Storage. Mr. Outten clarified that the school CIP is initiated by the Board of Education, who then work with the county to determine

funding and timelines for the projects. The county does not make decisions for the schools in this regard.

The Superintendent made it clear that there will be no discussion about closing Manteo High School under his leadership. When asked about the number of students at Manteo High, he stated that there are approximately 500 students. The Chairman then asked about having enough teachers, to which the Superintendent explained that they are not increasing or reducing the number of students in any of the schools, in which you do not lose any teachers by doing that. It is the same number of students just in a different location. The Superintendent emphasized that they are evaluating their actions and reasons behind them. He clarified the misinformation regarding AP classes being eliminated, explaining that while the number of sections may be reduced, the classes themselves will still be offered. By consolidating sections, teachers may have the opportunity to teach additional classes. The Early College program is not closing schools or reducing class options, but rather providing students with another educational option.

The Superintendent explained his interpretation of a CIP, emphasizing that anything beyond the next year is for planning purposes and subject to change. Unexpected issues may arise that require immediate attention, so priorities may shift accordingly. The goal is to create a plan outlining priority for the next two years. Regular evaluations of facilities and programs are conducted to ensure that all resources are used effectively to benefit students in Dare County Schools.

Chairman Woodard inquired with the Superintendent about whether the Early College is the primary focus of the Board of Education. The Superintendent confirmed that based on his understanding, it is indeed a priority for the Board. Board of Education Chairman, David Twiddy, then spoke to the Board, mentioning that the Early College had been a topic of discussion for several years and provided some background on its origins.

Outten explained that the Early College program was brought to them by the previous administration. They had meetings to discuss if they could implement it and what the costs and details would be. The Superintendent and Outten have been in frequent conversations to ensure everyone is aligned on the plan. There are two sources of funds available for school construction - lottery proceeds and a portion of the sales tax designated for schools. These funds can only be used for construction and have a total capacity of around \$25 million currently. Once this is spent, there will not be additional capacity until approximately 2028, when another \$29-\$30 million will be available. The question now is what the Board of Education would like to do with these restricted funds. Outten provided additional details, stating that they had met with the architects around three weeks ago and determined that the estimated cost would be approximately \$23 million. This means there is still about \$2 million available in the fund. \$23 million is designated for the Early College project, while around \$2 million could be allocated for the Manteo Field House. The Board of Education already has \$400,000 set aside for the Field House, which has an estimated cost of \$900,000. In 2028, additional funding will become available for other priority projects on the list, to be determined by the school board. Chairman Woodard asked if the School Board agreed with this plan, to which Chairman Twiddy replied affirmatively. Outten added that the School Board had previously indicated that the remaining priority items could be addressed in FY28.

Commissioner Basnight explained that the idea for the Early College originated during her time as Chairman of the School Board. The plan was always to utilize the old Twiford Campus rather than constructing a new building. She mentioned concerns voiced by community members and inquired about whether a survey had been conducted to gauge community interest in the Early College program. Superintendent Basnight clarified that they have not yet polled the community or students, as their focus is currently on educating the community about what the Early College program entails. He noted that misinformation may affect the results of any potential polls. He emphasized that attendance at the Early College is not mandatory, as students have the option to choose their educational path at the end of their 8th-grade year. The Superintendent highlighted the success of the Early College model in other areas and expressed confidence that Dare County would see similar results. He emphasized the importance of providing students with a variety of educational opportunities, whether they choose to pursue a traditional four-year college, a career, military service, honors courses, AP courses, dual enrollment, or the Early College program.

Commissioner Ross asked if Dare County was the first district in North Carolina to implement an Early College program. The Superintendent responded that the county was actually behind, as 100 out of the 117 school districts in the state already have at least one Early College. Commissioner Ross then expressed concern about whether more advanced students would be taken away from high schools, leaving behind those who may not be as academically strong. The Superintendent assured that while some Early Colleges are focused on specific industries, the Early College in Dare County will be open to all students.

Commissioner Basnight expressed concern over the overcrowding at FFHS, which is currently at 113% capacity and emphasized the need for new classrooms to be built at the school. Mr. Outten suggested that if funds are available in 2028, the process could begin now. Clawson explained that there is a design time to consider, but once approved, the debt could be issued from March to June, with construction potentially starting in 2027. The Superintendent mentioned that the enrollment from FFHS at the Early College program could help reduce the student population. The discussion also touched upon funding and ideas for the MHS Athletic Complex. Outten mentioned that if everything goes smoothly, both the MHS Athletic Complex and the Early College could be constructed. However, if costs increase significantly as they did in previous years, they may need to reconsider due to limited funds.

The Vice-Chairman asked the Superintendent about the future student population in Dare County. The Superintendent mentioned that they currently have slightly fewer than 5,000 students and that number has remained stable for some time. He also noted that there are not many young families moving into the area. The Vice-Chairman and County Manager have talked about this issue, particularly regarding housing affordability for young families. They discussed the possibility of using a demographic test to predict future student numbers, to which the Superintendent mentioned that there are companies capable of providing such projections. The Superintendent addressed the issue of teacher housing, explaining that teachers are currently unable to move into the area and apply to live in Dare County, but despite this restriction, three teachers have expressed interest in working at the Early College and have reached out to him. Chairman Twiddy pointed out that the Department of Public Instruction distributes funding each year according to the number of students. During his eight years on the School Board, the figures have frequently changed, sometimes surpassing

the estimate by 200 students and other times falling short by the same number. When the student population is lower than anticipated, it typically takes around nine months to receive the required funding from the state.

The Superintendent discussed teachers and housing and that teachers cannot move here and apply and live in Dare County, but right now he has already had three teachers reach out to him that they want to be considered for a job at the Early College. Chairman Twiddy stated that the Department of Public Instruction does their funding every year and they give us a base number of our student population and with his eight years on the School Board the numbers have not been close. Some years they have gone way over by 200 kids, and other 200 kids behind. When we have the less number, it takes about nine months to get the funding from the state.

The cafeteria flooding in Hatteras was discussed, as well as potential short-term solutions to alleviate the issue temporarily. Chairman Twiddy noted that despite preparation efforts before storms, the cafeteria has experienced flooding multiple times. The discussions also touched upon drainage problems, the expenses associated with sandbags, and the costs of addressing mold and mildew. Additionally, there was a conversation about how students would be accommodated during flooding events or during renovation, with the proposal of secondary students utilizing the elementary school's cafeteria or having outdoor picnics on pleasant days.

Commissioner Ross exited the room at 11:25 a.m., he returned at 11:27.

Chairman Woodard confirmed that the top priority for the Board of Education is the Early College, and they plan to acquire the necessary funds from the State Education Lottery fund, which amounts to \$25 million. Outten clarified that the county will borrow the money and use the lottery fund to cover the debt service. Additionally, the architects estimated the Early College project to cost around \$23 million, with any remaining funds going towards the Manteo High School field house/Locker Room. The other capital improvement plan (CIP) priorities will be addressed in 2028. Chairman Twiddy expressed his agreement with the plan.

MOTION

Commissioner Ross motioned to approve the Early College Prep Design Contract with Oakley Collier.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

Chairman Woodard exited at 11:31 a.m., he returned at 11:34 a.m.

ITEM 11 – ALLIANCE HEALTH CONTRACT AGREEMENT - EMS

Outten explained that these agreements have been done previously and stated that the state had negotiated with Medicaid to do Medicaid reimbursements and if someone is on Medicaid they get to select their provider. It was clarified that in order to receive Medicaid reimbursements, it is mandatory to enter into these contracts, which are set terms and cannot be altered. Declining to sign the contract is an option, but it results in non-payment if a patient has Alliance as their provider. Additionally, Outten indicated that similar contracts will be pursued in the future, proposing that the Board authorize him to sign such non-negotiable contracts for Medicare without the need for further approval to expedite the process.

MOTION

Commissioner Ross motioned to approve the Alliance Health Contract.
Commissioner Bateman seconded the motion.

Commissioner House asked if the contracts can be put on the consent agenda, Outten responded yes.

VOTE: AYES unanimous

ITEM 12 – REQUEST FROM HOUSING TASK FORCE – AFFORDABLE HOUSING GRANT

Outten explained that the Housing Task Force has requested to put on hold any actions to return the \$35 million grant while they work on developing a plan that is acceptable to Dare County and its towns. The Task Force has held multiple meetings with involvement from the legislative delegation, during which they were advised that if they wish to repurpose the funds, they must do so quickly and with a detailed plan in place. Last week, the technical corrections bill was proposed, repealing all grant language related to affordable housing for Dare County, including House Bill 259. This means that the Task Force no longer has the authority to use the funds and must return them by the end of the fiscal year.

Chairman Woodard stated the importance of fulfilling the Housing Task Force's request to submit a proposal to the legislature. However, given the current circumstances, it seems like a moot issue. Outten mentioned an email he had received from Housing Task Force Chair Donna Creef, indicating that the request may not be needed based off the language in the Technical Corrections Bill, he noted that this email had been sent to all Task Force members. Outten stated that his suggestion was to sit on the money as long as they can to see if anything happens, but once the Governor signs the bill it becomes law.

The Board recessed at 12:40 p.m., they reconvened at 12:49 p.m.

ITEM 13 – PRESENTATION OF MANAGERS FISCAL YEAR 2025 RECOMMENDED BUDGET (Att. 1)

A full and complete account of this agenda item is archived on a video that is available for viewing on the Dare County website www.darenc.com.

Outten gave a presentation on the 2025 Manager's Recommended Budget. He explained that the total budget for the fiscal year 2024-2025 is \$229,647,467, with the General Fund being \$136,171,205 funded by ad valorem taxes. The remaining amount is allocated to the water and sanitation funds, which are supported by generated fees. The budget meets the requirements of the NC Local Government Budget and Fiscal Control Act and reflects the priorities and guidance of the Board of Commissioners. Outten also outlined the purpose and goals of the county's annual budget process.

He highlighted that there are no general fund property tax increases and emphasized the continued delivery of high-quality services to citizens, property owners, and visitors. He went on to outline the key areas of expenditure increases, including \$2,112,176 for a 4% Cost of Living Adjustment (COLA), \$2,497,418 for DCS local current expense, \$444,700 for a 5% rise in health insurance costs, \$438,764 for new positions, \$240,841 for Information Technology Operation Costs, and \$161,166 for insurance premium increases for property liability and workers' compensation. Additionally, he pointed out that the tax base had grown to a taxable value of \$17.7 billion, with a collection rate of 99.68%, and discussed sales and occupancy

tax matters. He clarified that Dare County's tax rate of 40.05 cents stood as the 10th lowest property tax rate overall, with an adjusted effective tax rate of 25.30 cents for 2024, ranking it as the fourth lowest when adjusted for sales to assessment ratios. He also mentioned that the 2025 appropriated fund balance is \$3,921,293 (2.88%) which falls within the Board's established policy of maintaining a fund balance of 3% or less.

Outten then reviewed expenditures for non-profits, the 2025 Capital Investment Fund, Disaster Recovery Fund, E911 Fund, Beach Nourishment Fund, Sanitation Fund, Water Fund, Insurance Fund, Fleet Maintenance Fund. He announced that the Water CIP will be presented to the Board on June 3rd, and the Capital Plan, once approved, will be included in the final budget document.

Lastly, he stated that three Volunteer Fire Departments have requested rate increases as follows: - The Rodanthe, Waves, Salvo Volunteer Fire Department is requesting an increase of 2 cents, from \$0.0755 to \$0.0955. - The Southern Shores Fire Department is requesting an increase of 0.39 cents, from \$0.0484 to \$0.0523. - The Roanoke Island Fire Department is requesting an increase of 0.55 cents, from \$0.0366 to \$0.0421. Elaine Hooper spoke on behalf of the RWSVFD, Chief Limbacher spoke on behalf of the SSVFD, and Radcliff Hester spoke on behalf of the RIVFD.

MOTION

Commissioner House motioned to schedule a Public Hearing for June 3rd, 2024.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

ITEM 14 – AMENDMENTS TO CAPITAL PROJECT ORDINANCES FOR EMS PROJECTS PHASE 1 & 2 (SERIES 2024 LOBs & SERIES 2023A LOBs)

Clawson informed the Board will need to adopt a Capital Project Ordinance Amendment for the 2023 projects. He stated that the estimates have been updated with Barnhill again and there is a plan to increase the savings by \$245,000. The original estimate of \$830,000 would increase to a total of \$1,075,000, which will now be available for the 2024 projects. Additionally, it was initially anticipated to use \$125,000 of interest income over budget, so the total amount that will be redirected from the 2023 projects and bond issues towards the 2024 projects is now \$1.2 million.

He then informed the Board that an amendment for the 2024 projects is needed due to budgeting sales tax in the budget for all three projects has actually reduced the total. The only increase in expenses is the addition of \$106,290 to cover the cost of painting the Manns Harbor Volunteer Fire Department and community building, as well as replacing and upgrading the overhead doors of the fire department with the same type used on the EMS Station. The overall decrease in project expenses amounts to \$71,932. There have also been changes on the revenue side, with a reduction in debt proceeds by \$3.2 million and an increase in the original premium issued by \$2,666,000.

MOTION

Vice-Chairman Overman motioned to approve the amendments to the Series 2023A LOBs Capital Project Ordinance and to the Series 2024 LOBs Capital Project Ordinance.

Commissioner Basnight seconded the motion.

VOTE: AYES unanimous

Clawson noted that Dare County received an Aa1 rating by Moody's Rating.

Dave Clawson left the meeting at 1:39 p.m.

ITEM 17– CONSENT AGENDA

The Manager announced the items as they were visually displayed in the meeting room.

MOTION

Commissioner House & Commissioner Couch motioned to approve the Consent Agenda.

- 1) Approval of Minutes (04.02.24 & 04.09.24) **(Att. #2)**
- 2) Tax Collector's Report
- 3) Budget Amendment – 911 Board PSAP Grant
- 4) Budget Amendment – Oregon Inlet Administration
- 5) Budget Amendment – Baum Center
- 6) Budget Amendment – Sanitation Department
- 7) Grant Certification – No Overdue Tax Debts **(Att. #3)**
- 8) DHHS – Public Health – ARHC Mini Grant
- 9) Motorola Service Agreement – Sheriff
- 10) Dropcounter Subscription for Water Use Customer Portal
- 11) Cape Hatteras Electric Cooperative Contract for Burrus Field
- 12) Systel Business Equipment Co., Statement of Work
- 13) NC Governor's Highway Safety Program – Local Government Resolution (Personnel Overtime) **(Att. #4)**
- 14) NC Governor's Highway Safety Program – Local Government Resolution (Law Enforcement Liaison) **(Att. #5)**

Vice-Chairman Overman seconded the motion.

Commissioner Ross stated that he submitted minor typographical corrections that were accepted by the Clerk, they do not change the content and requested that the motion include those amendments. The makers of the motion agreed to the amendment.

VOTE: AYES unanimous

ITEM 18 – BOARD APPOINTMENTS

- 1) Stumpy Point Community Center Board
Postponed to a later date.

- 2) Veterans Advisory Council
Vice-Chairman Overman motioned to reappoint Dr. Kevin Wallace and Justin O'Sullivan.
Commissioner House seconded the motion.

VOTE: AYES unanimous

The Chairman recommended Christian Hayman to fill the Ex-Officio Seat held by Former Commissioner Jack Shea.

Commissioner House seconded.

VOTE: AYES unanimous

- 3) Zoning Board of Adjustments
Vice-Chairman Overman motioned to reappoint Jay Hart.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

4) Upcoming Board Appointments

The upcoming Board appointments for June, July and August, 2024 were announced.

ITEM 19 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS

Following is a brief summary outline of the items mentioned by Commissioners and the County Manager during this segment:

County Manager: None

Public Information Officer Dorothy Hester:

- Gave the three dates for hazardous material pick up events at the Kitty Hawk Town Hall, Buxton Transfer Station, and the Public Works Facility on Roanoke Island.
- Announced that it was Hurricane Preparedness Week and there is a hurricane prep guide on the Dare County Website.
- Reminded everyone about Re-Entry passes.

Commissioner Couch

- Stated the himself and the County Manager have been monitoring a situation with the water line in Buxton, there is no danger currently, but a long-term solution is needed. He received a call from the electric co-op because they are concerned and they have to do an environmental review and it has been delayed. They have asked to start a dialogue with the County Manager and himself. It's important to note that erosion is not just happening on the ocean side, but also on the sound side. He suggested an introductory call with the EVP, Co-op, Park Service, and Avon Property Owners Association to work towards a solution. Outten explained that William Nash has been monitoring this for a while, and there is currently no danger or issues, but this area is eroding. He noted that they have been discussing potential solutions with the Park Service and DOT.

Commissioner Bateman

- Had the opportunity to give the Opening Remarks at the Rod and Custom Car show and explained that the group had donated \$125,000 to support non-profit organizations and the Children and Youth Partnership.
- Participated in the first Suicide Awareness Walk in Dare County and stated there was a good turnout.
- He was pleased to see Sheriff Doughtie's letter on a friend's refrigerator, which praised their child for achieving Honor Roll status.
- Stated that 85% of all individuals incarcerated in the Manteo Detention Center are in there due to substance abuse and the funds allocated from the Opioid Crisis for that purpose are useful.

Vice-Chairman Overman

- Congratulated Service Pins Recipients and the EOM, Captain Stephen Burritt.
- Expressed gratitude to the Governor’s Volunteer Service Award Recipients.

- On April 18th Dr. Steven Lloyd was at Jenette's Pier and did two presentations on substance abuse and mental health. He noted that videos of those presentations will be available shortly.

Commissioner House

- After speaking with numerous constituents about the ban on releasing balloons, he conducted research and held discussions with the Town of Duck. With consensus of the Board, he asked to consult with the County Manager/Attorney to proceed with implementing this ordinance. It is important to note that beginning on April 30th, the Marine Life Protection Act (House Bill 992) adopted the same balloon ban ordinance.
- Our Day in History: In 1867 Alfred Nobel patented dynamite.
- Pet of the Week: Fred, a five-year-old dog, is available for adoption at the OBX SPCA.

Commissioner Ross:

- Thanked the County Manager, Dave Clawson and Sally DeFosse for the Budget Presentation and the extraordinary credit rating.
- The Oregon Inlet Fishing Pier is open, stated that he had dinner at Sea Chef and gave compliments to the staff.
- On Friday May 10th a banquet will be held at Jenette's Pier for the Dare County Shooting Team.

Commissioner Basnight

- Announced that it was Teacher Appreciation Week and gave appreciation to all the teachers and that she is excited that the county is proposing a pay increase for them.
- Stated that she is pleased with the power of our community in regards to the passed proclamations and the presentation from Dare Arts.
- She acknowledged and expressed gratitude to the Parks and Recreation Department for their hard work in preparing for the baseball tournament. Approximately 40 teams participated in the event and she stated that the fields were well-maintained and looked nice. She also mentioned that participants from out of town thoroughly enjoyed coming here for tournaments.
- There was a nice article in the Coastland Times about In regards to the Saving Lives Task Force and stated that the Dare County ABC Board supports alcohol absence education within the schools.
- Wished all mothers a Happy Mother's Day.

Chairman Woodard asked the County Manager what the status at the Baum Center in regards to pickleball. Outten responded that they have hired an engineer and he is designing the facility so we can move forward with permitting.

At the conclusion of the meeting, Chairman Woodard asked for a motion to adjourn.

MOTION

Commissioner House motioned to adjourn the meeting.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

At 2:09p.m., the Board of Commissioners adjourned until 9:00 a.m., June 3rd, 2024.

Respectfully submitted,

[SEAL]

By: _____
Skyler Foley, Clerk to the Board

APPROVED: By: _____
Robert Woodard, Sr., Chairman
Dare County Board of Commissioners

Note: Copies of attachments (Att.), ordinances, resolutions, contracts, presentations, and supporting material considered by the Board of Commissioners at this meeting are on file in the office of the Clerk. Attempts have been made to accurately spell each podium speaker.



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING – BUDGET WORKSHOP

Dare County Administration Building, Manteo, NC

9:00 a.m., April 17, 2024

Commissioners present: Chairman Robert Woodard, Sr., Vice-Chairman Wally Overman, Commissioners Rob Ross, Steve House, Bea Basnight and Ervin Bateman

Commissioners absent: Danny Couch

Others present: County Manager/Attorney, Robert L. Outten
Deputy County Manager/Finance Director, David Clawson
Asst. Finance Director, Sally DeFosse, Clerk, Skyler Foley,
Internal Auditor, Carter Nahm, Public Information Officer,
Dorothy Hester, Accountant, Janet Midgett, Special Projects
& Purchasing Manager, Dustin Peele,
Susan Bothwell, Mary Helen Goodloe-Murphy,

At 9:02 a.m. Chairman Woodard called to order the Special Meeting with appropriate prior public notice having been given.

All referenced handouts and summaries reviewed during this meeting are incorporated and made a part of these minutes. They are available at the Clerk's and Finance Offices.

ITEM 1 – FY2025 BUDGET DISCUSSION:

Mr. Outten explained that the county is currently in the second year of a two-year budget cycle and during this meeting, they would be reviewing the changes that have occurred since last year. For instance, there has been an unexpected increase in software pricing, COLAs, changes in salary line items, and additional funding requests that were not originally allocated. He noted that himself, along with Dave Clawson, Sally DeFosse, and staff members, have worked diligently to create a balanced budget without any tax increases and have successfully managed to fund nearly all of the requested items.

Mr. Outten reviewed the potential new positions which include: an IT Infrastructure Security Administrator, a part-time role at the library, three new advanced EMT positions to accommodate the opening of new stations, and an Aircraft Mechanic position with an overlap to ensure a smooth transition due to an upcoming retirement. Discussions were had with Environmental Health regarding certification pay, but this was not finalized and is not reflected in the budget at this time. Salaries for an

Advanced Practice Provider and Preparedness Coordinator increased. Additionally, a new full-time role of Leisure Activity Specialist for Roanoke Island was requested within Parks and Recreation, along with an increase in part-time employees. The Sheriff Department requested new Admin Assistant, and the Water Department requested a WTP Operator. In total, the cost of these potential new positions amounts to \$485,927.

Mr. Outten discussed various Special Appropriations, such as \$25,000 for the Arts Council's Anniversary Celebration, \$25,000 for The Room at the Inn, \$18,000 for Hatteras Meals on Wheels, \$2,000 for the League of Women Voters, \$50,000 for Jockeys Ridge State Park Celebration, \$223,500 for The Children & Youth Partnership, \$30,000 for Interfaith Community Outreach, and an additional \$50,000 allocated for Parks & Recreation Programming Plan. He noted that the budget for our Recovery Court and Probation Officer has remained unchanged. Lastly, after discussions with the Board of Education, the county had an increase of \$1,637,841 for pay supplements. Noting that this additional amount is expected to place Dare County Schools in the top 20 percent of North Carolina school systems for pay supplements as well as within the top two county school systems in North Carolina in local funding per pupil.

Mr. Outten clarified that the coverage ratio indicates the amount of money the county possesses to cover the debt service. This coverage ensures that even in unforeseen circumstances, the debt service can still be met. He discussed various scenarios involving debt interest rates issued within five years and issued after five years, as well as the land transfer growth rate outlined in the handout. Mr. Outten asked everyone to focus on the last column of the handout. For example, if we assume that debt can be issued at 3.75% within five years, with a debt interest rate after five years at 4%, and a land transfer growth rate of 2%, it is possible to withdraw \$950,000 and still maintain a sufficient coverage ratio. This is supported by the data in the last column, which shows that the coverage ratio never drops below one.

Mr. Outten noted that in order to fund the additional request and maintain a balanced budget, Mr. Clawson calculated our sales tax to determine our interest investment income, which resulted in additional revenue in the interest that goes into the General Fund.

Chairman Woodard exited the room at 9:51 a.m., he returned at 9:53 a.m.

Chairman Woodard discussed the school supplement and its potential to assist with teacher recruitment, but emphasized that housing is still an issue. Commissioner Ross mentioned hearing at the Early College meeting that the Dare Education Foundation was considering a two-phase project at Run Hill to construct and additional 24 units. Chairman Woodard mentioned that the county is currently turning over 40 teachers a year. Commissioner Bateman reported that an individual working in property management shared with him their belief that 20% of Airbnb's and VRBO's are transitioning back to long-term rentals due to lack of occupancy. Mr. Outten added that if these properties are still being rented at prices between \$2,800 and \$3,000, they are still unaffordable for many individuals.

Mr. Outten referred to the FY 2025 General Fund Budget handout. He explained that the FY24 Original budget was the first approved budget, with no grants, revenues, or

amendments included. The FY25 Planned column represented the agreed-upon budget for the second year unless changes were made. The FY25 Requested column showed what staff requested for in FY25. The Requested Increase (Decrease) column indicated the difference between the requested and planned amounts. The FY25 In Progress column contained the recommended balanced budget, considering all requests and funding decisions, noting that the total for the FY25 Managers Budget was \$136,165,205. The In-Progress Increase column displayed the total increase from the FY25 planned budget. Mr. Outten then gave a brief description on each department's requests noting that the most significant change in each department is salary and benefits.

WATER FUND

Mr. Outten discussed the Water Fund and noted that no significant changes have occurred other than the rate study recommends the county implement a 5% rate increase for Fiscal Year 2025 for both volumetric charges—usage/consumption charges that are over the 3,000 gallons allotted with the base rate—and base charges, which are fixed fees that cover the costs associated with providing water service, such as maintaining infrastructure and administrative costs, regardless of the amount of water consumption.

COLA & MERIT PAY

Mr. Outten stated that the COLA increase for FY25 is 4%, and then discussed the Merit pay and stated that it is currently paid out as a bonus. He explained that if Merit pay was added into the employee's salary it would help move individuals through their salary grade.

*The Clerk exited the room at 10:14 a.m., she returned at 10:17a.m.
Commissioner Bateman exited the room at 10:33 a.m., he returned at 10:35 a.m.*

Sanitation Fund:

Mr. Clawson mentioned the Sanitation Truck Repairs and Maintenance Handout, stating that in the spring of 2022, the county started purchasing higher quality trucks that come at a higher cost. The budget for this year is \$300,000, which is lower than in 2023. This has helped avoid costly repairs in the range of \$30,000 to \$40,000.

*Chairman Woodard exited the room at 10:47 a.m., he returned at 10:49 a.m.
Vice-Chairman Overman exited the room at 10:58 a.m., he returned at 11:01 a.m.*

In conclusion, the Board recapped the budget discussion and had a conversation in regard to possible pickleball court locations throughout the county, including the Baum Center, Recreation Park in KDH, or the Kitty Hawk Park.

MOTION:

Commissioner House motioned to adjourn the meeting.
Commissioner Ross seconded the motion.

VOTE: AYES unanimous

At 11:02 a.m., the Dare County Board of Commissioners adjourned the Special Meeting Budget Workshop.

Respectfully submitted,

[SEAL]

By: _____
Skyler Foley, Clerk to the Board

APPROVED: By: _____
Robert Woodard, Sr., Chairman
Dare County Board of Commissioners



Renewal of Agreement with Outer Banks SPCA

Description

Attached is a renewal agreement with the Outer Banks Society for the Prevention of Cruelty to Animals (SPCA) reflecting the same terms and conditions pertaining to operation of the Dare County Animal Shelter and enforcement of Title 9: Section 91 of the Dare County Code of Ordinances.

Board Action Requested

Approve the contract and authorize the County Manager to execute the document

Item Presenter

Robert Outten, County Manager

CONTRACT

THIS CONTRACT made and entered into in duplicate originals this 1st day of July, 2024 by and between the COUNTY OF DARE, NORTH CAROLINA, a body corporate and politic, hereinafter designated as "County", and the OUTER BANKS SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, INC., a non-profit corporation, hereinafter designated as "Society":

WITNESSETH:

WHEREAS, the County, pursuant to Title 9: Section 91. of the County's Code of Ordinances, has established an open admission shelter for animals, and an animal care and control program; has adopted ordinances permitting the privatization of the animal shelter operation, prohibiting certain acts by animals, providing for the licensing of dogs and the inoculation against rabies, and making other provisions to promote the health, welfare, and safety of humans and animals; and

WHEREAS, the Society, has as its goal the promotion of humane treatment of animals; the prevention of animal cruelty and suffering; and

WHEREAS, the County, deems it advisable and for the best interest of the County to turn over and delegate to the Society the management and control of the County Animal Shelter and the enforcement of the abovementioned ordinances; and

WHEREAS, for purposes of this Contract, Society is an independent contractor and is not an agent, agency or employee of County; and

WHEREAS, the County is the owner of the Animal Shelter building and any permanent structural additions at the shelter site, and of personal property identified in Exhibit "A", and the Society is the owner of personal property identified in Exhibit "B", both of which are attached hereto and made a part of this Contract, said property now located at the Animal Shelter on 378 Airport Road, Manteo, North Carolina; and

NOW, THEREFORE, in consideration of these premises it is mutually agreed between the parties hereto as follows:

1. RECITATION AND DELEGATION OF AUTHORITY-SOCIETY RESPONSIBILITIES

The Society is hereby assigned, authorized, delegated, and empowered: to take over the management and control of the Dare County Animal Shelter and Animal Care and Control Program; to issue dog licenses; to impound all animals coming into its control and custody as a result of violations of Section 91. Of the Code of Ordinances; to place or humanely dispose of such animals as come into its control;

and to manage and enforce the State and County animal regulations and rabies control programs, pursuant to all ordinances now in effect or which may hereinafter be adopted.

In the furtherance of these obligations, the Society shall:

FIRST, Manage and Operate Animal Shelter and Animal Care and Control Program

1. The Society shall take physical possession and control of the County Animal Shelter located on 378 Airport Road, Manteo, together with all equipment, appliances, furniture and machinery appurtenant thereto.
2. The Society will undertake its responsibilities with due diligence and in the service of public interest and welfare of the residents of the County of Dare; provided that in the event of natural disaster or a like cause, services may be temporarily suspended pending replacement of personnel, repair or reconstruction.
3. The Society will provide adequate personnel to operate the Animal Shelter and Animal Control Program. Society shall maintain the entire shelter premises and equipment in a clean, sanitary manner. This responsibility includes cleaning all floors, discarding of trash and animal waste, and dusting furniture and equipment.
4. The Society will keep the shelter premises free from hazards that may result in injury to the Staff, the public and the animals; Society will make a written report of all accidents related to the operation of the shelter for which a claim for damages may arise, which report shall be delivered to the County Manager; and it will report to the County Manager when County property located at the Shelter has been damaged or is in need of repair or replacement.
5. The Society will provide: proper food, water, shelter, routine health care and veterinary care, as may be required to provide humane treatment and prevent animal suffering, and record keeping pursuant to the provisions of the Animal Welfare Act, Article 3, North Carolina General Statutes, for all animals while they are in the Society's possession and until placed or otherwise humanely disposed of by the Society.
6. The Society will attempt to return stray animals to their owners, and adopt out, keep, place or humanely dispose of all animals not redeemed, pursuant to Title 9: Section 91. of the Dare county Code of Ordinances, and by Lost and Found, Adoption and Euthanasia policies established by the Society, which are attached to and made a part of this contract.
7. The Society will, at a minimum, maintain regular office hours at the animal shelter Tuesday through Sunday from 8:00 a.m. to 5:00 p.m., for the purpose of transacting business in connection with the duties under this contract and for the purpose of receiving animals or redemption of impounded animals. Adoption viewing hours, or the time the public will be given access to the animal kennel areas will begin at 11:00 a.m. each normal business day and end at 5:00pm. This will provide for the required daily sanitation procedure of the animal enclosures and facilities, without subjecting the public to safety hazards. The Society will not be required to but reserves the right to operate normal business hours or adoption viewing hours on holidays. The Society will provide personnel on holidays to care for the animals at the Shelter, and to be available through the Society's answering service for response to emergencies.

8. The Society shall receive telephone calls at the Shelter during the Society's normal business hours for the purpose of taking complaints or requests for assistance from citizens within Dare County, and will dispatch these requests for necessary action.

9. The Society will appoint competent and qualified agents, who shall be responsible to the elected officers of the Society, and for the carrying out of the responsibilities under this contract.

10. The Society shall pay all operational expenses of the Shelter in a timely fashion.

11. The Society will initiate and monitor volunteer programs as volunteers are available.

12. The Society shall inform the public of the policy and procedure for resolving any concerns or dissatisfaction with the operation of the County Animal Shelter and the Animal Care and Control Program.

SECOND, Enforce State and County Animal Regulations

1. The Society will, through duly appointed and legally qualified agents and officers, diligently enforce all State and County animal regulations, laws, and ordinances specifically Dare County General Regulation, Chapter 91 and NC General Statutes Chapter 130A: Rabies. The Society shall have the authority to enforce ordinances of incorporated Towns where a separate contract for services exists.

2. The Society will cooperate with the Health Department by the following procedures in regards to animal control, health, and welfare within the confines of Dare County. The **Dare County Department of Public Health** will direct all activities within their legal jurisdiction in accordance with Dare County General Regulation, Chapter 91 and NC General Statutes Chapter 130A: Rabies. The Society will:

- a. Organize or assist to organize at least one countywide rabies vaccination clinic per year for the purpose of vaccinating dogs and cats. Public notice of the time and place of rabies vaccination clinics shall be published in a newspaper having general circulation within the area in accordance with NC General Statutes **130A-187**.
- b. Will act as animal control officer and report findings of any investigations to the Health Director in regards to animal health and welfare that may affect the health of the general public.
- c. Will investigate all reports of potentially dangerous animals within the areas of Dare County in which Society has jurisdiction under the terms of this agreement.
- d. Will report all findings of the investigations in which probable cause exists to believe that the animal is potentially dangerous to the Health Director.
- e. Will immediately quarantine all animals that have bitten anyone, displays signs or symptoms of rabies, or has been bitten by a known rabid animal in accordance with Dare County General Regulation, Chapter 91, 91.066 (A),(B),(C) and 91.070. Confinement shall be for 10 days in a Place designated by the local health director in accordance with NC General Statute's **130A-196**. All reports of bites or potential rabies exposure will be forwarded to the Communicable Disease At the DCDPH by the next working day.

- f. Will enforce mandatory examination and investigation of all dangerous animal reports in accordance with Dare County General Regulation, Chapter 91, 91.067.
 - g. Will enforce quarantine, destruction, or confinement of animals bitten by a known rabid animal in accordance with Dare County General Regulation, Chapter 91, 91.070 and NC General Statutes 130A-197.
 - h. Will enforce the surrender of the carcasses of dead animals exposed to rabies and submit the head of the animal for testing to the State Laboratory for testing Dare County General Regulation, Chapter 91, 91.073.
 - i. Will enforce the laws of the state with regard to vaccinations and confinement or leashing of animals in cooperation with the Health Director in accordance with Dare County General Regulation, Chapter 91, 91.085 (8,2) and NC General Statute 130A-200. This may include canvassing the county to determine if there are any dogs or cats not wearing the required rabies vaccination tag. If an animal is not wearing an owner identification tag and the Animal Control Officer does not otherwise know who the owner is or the vaccination status, the Animal Control Officer will impound the animal in accordance with NC General Statute 130A-192.
 - j. Will enforce emergency area wide quarantine under the direction of the Health Director Dare County General Regulation, Chapter 91, 91.069 and NC General Statute 130A-201.
3. The Society will investigate all reports of violations of State and County ordinances relating to animal care and control and regulation and, when warranted by the facts, shall cause to be prosecuted all persons charged with violation of said ordinances with the assistance of the County Attorney as required.
4. The Society will provide personnel during regular business hours to respond and investigate complaints from citizens within Dare County regarding stray or public nuisance animals, threatening animals, sick or injured animals, and animal cruelty or neglect.
5. The Society will provide personnel to respond after normal business hours to emergency situations only, which are relayed by the Society's answering service to Society personnel. **Response to After Hours Service shall be limited to** calls from citizens within Dare County reporting: a.) an animal bite that inflicted a bleeding wound. b) a seriously sick or injured stray animal (domestic or wild); c.) reports of animal cruelty or neglect indicating immediate harm may be inflicted upon the animal; d.) mutual aid requests from law enforcement agencies on the scene of an animal creating an immediate public health or safety threat (vicious stray animal at large); e.) mutual aid request from law enforcement agencies who have in possession an animal that needs to be sheltered; f.) wild animals inside living quarters of a dwelling;
6. The Society shall at all times follow and remain in compliance with all applicable Federal, State and local laws, regulations, and rules, in the performance of its duties under the terms of this agreement.

THIRD, *Issue Licenses, Collect Fees, and Keep Records*

1. The Society will diligently issue and process applications for dog licenses for all dogs owned or harbored by residents of Dare County.
2. The Society shall retain all monies collected as a result of fees established by the County for licenses, board and impoundment. This revenue shall be used to supplement the fiscal year allotment provided by the County to operate the Animal Shelter and Animal Care and Control Program.
3. The Society shall keep full and accurate records of all persons to whom dog licenses have been issued. It shall maintain a record of all animals taken into custody and impounded, showing the date, place, and manner whereby animals were brought into custody with a description of the animal and a record of its final disposition.
4. The Society shall retain all monies collected as a result of the adoption of animals, spaying and neutering fees, voluntary cat registration fees, donations, and the proceeds of Society goods sold, such as retail animal care and promotional items.
5. The Society agrees to maintain records with respect to its responsibilities hereunder and to have them available for inspection by the County during the Society's normal business hours.
6. The Society agrees to file with the County Manager's office a monthly report or reports showing all activities of the Shelter regarding the acquisition and disposition of all animals. The Society and the County Manager shall agree upon details and information to be included in these reports. The Society agrees to file with the Finance Officer a quarterly financial report of expenditures, and the Society's annual IRS Form 990.

FOURTH, *Rescue of Animals*

1. The Society shall, in addition to the other duties outlined herein, be subject to call at any time of the day or night to rescue any stray seriously sick or injured animal, and shall be responsible for providing humane treatment for same.
2. In situations beyond the expertise of Society personnel, such as certain nuisance wildlife matters, marine mammals, exotic or endangered species, predicaments or species that require special technique or equipment handling, Society will refer citizens to the appropriate authority (i.e. pest control companies; licensed wildlife rehabilitators; State or Federal Fish and Wildlife Department; NC Aquarium; Veterinarians; or other County agencies) to resolve the situation.

FIFTH, *Public Outreach and Humane Education*

The Society will initiate and maintain a program of education and community outreach designed to promote the proper care and treatment of animals and to stimulate public support for such treatment and for the enforcement of State and County regulations relating to animal control.

SIXTH, *Liability and Insurance*

1. The Society will indemnify and save harmless the county from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising

from, or growing out of, any act or neglect of the Society, its agents or employees in connection with the operation of the County Animal Shelter, or in the performance of related duties.

2. The Society shall be solely responsible for any injury suffered by an animal, or for any injury suffered by the general public as the result of an animal attack, if said injury was suffered while the animal was in custody of the Society; or for negligence, willful or wanton conduct of one or more of its employees or agents, or Society's failure to maintain the Shelter as required herein.

3. In acceptance of this responsibility, Society shall procure and maintain during the term of this contract, a comprehensive general liability insurance policy that shall protect the Society from claims for damages for personal injury, in the operation of the Shelter, as well as from services rendered under this agreement, whether such services be by Society, by any subcontractor, or by anyone employed directly or indirectly by either of them, or any of Society's officers, volunteers or agents. The policy shall have a minimum coverage amount of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS. Society shall designate Dare County as an additional named insured in the policy. Society shall request that the cancellation clause contains a 30-day written notice to County of cancellation of the policy. Society shall provide county with a copy of the policy.

4. The Society shall procure and maintain during the term of this agreement Workers' Compensation Insurance as prescribed by the laws of the State of North Carolina.

II. COUNTY RESPONSIBILITIES

In exchange for services outlined herein and in compliance with the terms and conditions of this contract, the County will diligently support the Society in the carrying out of its duties and responsibilities in operating the Animal Shelter and Animal Care and Control program for the County, and cooperate in promoting animal health, safety and control, and shall:

FIRST, *Provide Compensation*

1. The County hereby agrees to pay Society for the carrying out of its obligations and responsibilities herein during the term of this Contract the amount authorized in the County's budget. Appropriation will be payable in four (4) quarterly increments due the first day of each quarter of the County's operating fiscal year. Society shall prepare an annual budget and submit its annual budget to the County by February 27. The Society's annual budget shall show proposed cash outlays for all operating expenses, capital improvements and expenditures.

2. The County will supply to the Society, County of Dare money receipt forms as shall be required by the Society in the carrying out of its responsibility to collect all license, board, and impoundment fees established by the County.

3. Society may adjust its cost for providing services under this Contract based upon unusual and unanticipated increases in the cost of doing business. Unusual and unanticipated increases in the cost of doing business includes, but is not limited to, increased costs for fuel, utilities, legal fees associated with Society's enforcement of animal regulations, laws and ordinances, increased cost for acquisition of insurance or other direct cost outside Society's control. Any such request for adjustment shall be supported by full documentation establishing the increase in operating costs and reasons for the increased operating costs. Upon receipt of a request for adjustment from the Society, the County shall

consider the request and if approved by the Board of Commissioners they will increase the Society's funding accordingly. In the event the Board of Commissioners does not approve the request for adjustment, Society and County shall meet to negotiate a resolution for the request for adjustment and funding or a service level that resolves the issue.

SECOND, Deputize Society Agents

The County or its properly authorized representative, to the extent that is authorized, may issue special commissions and other legal authority to properly deputize and invest with authority the qualified agents of the Society. Such authority shall be limited to the enforcement of the ordinances, rules and regulations pertaining to the State and County animal regulation and rabies control program.

THIRD, Animal Shelter Facilities and Grounds; Equipment and Vehicles

1. The County shall lease the present Animal Shelter building, fixed assets, and equipment, to Society for the sum of one dollar (\$1.00) per year to be deducted from first quarterly payment.
2. The County shall provide prompt repair services upon request of Society to all County-owned buildings, fixed assets, equipment and vehicles; as well as maintain the present facility grounds and any future additions to a level that they are suitable to perform the services for which they are intended.
3. Upon failure of County to provide the maintenance and repair services on County-owned buildings, assets, and equipment to a level that they are suitable to perform the services for which they are intended, Society and County shall meet to negotiate a resolution for the maintenance and repair.
4. The County shall provide water, local and long-distance telephone service, fax and internet line service to the Animal Shelter at no charge to Society.

FOURTH, Applicability of New or Revised Animal Control Ordinances

It is understood and agreed upon by County and Society that in the event the animal control ordinances are superseded or revised to such an extent that it causes an increase in the level of services to be performed by the Society, then such changes shall not apply to the Society unless there is adequate adjustment in compensation approved by the Dare County Board of Commissioners.

III. TERM OF CONTRACT, RENEWAL AND TERMINATION

1. The term of this Contract shall begin on July 1, 2024 and end June 30, 2025. This term shall be subject to rights of termination as herein described.
2. It is understood and agreed that ninety (90) days prior to the expiration of this Contract, the parties shall begin negotiating a renewal of this Contract. Either party may give the other sixty (60) days prior written notice of its intent not to renew. In the event neither party gives notice of its intent not to renew and the contract term expires, this agreement shall remain in effect on a month to month basis until a new contract is negotiated or until either of the parties gives the other 30 days' notice of its intent not to renew.

3. The County shall notify Society in writing of any deficiencies in the management or operation of the Shelter and allow Society at least thirty (30) days to correct such deficiencies prior to instituting termination; however, the County retains the right to immediately cure any deficiency in animal control services or to terminate this contract.

4. In the event the parties are unable to negotiate a resolution to unanticipated issues during the term of this contract, either party may terminate this agreement upon ninety (90) days written notice to the other.

5. Notwithstanding any other provision of this agreement, County may terminate this agreement at any time, for any reason or no reason, upon ninety (90) days written notice to Society.

6. The parties acknowledge and agree that evening hours during the months of November through April (Section I, First, Para 7) and after hour stray pick up (Section I, Second, Para S(g)) were each eliminated by mutual agreement of the parties in November 2012. Notwithstanding the forgoing, the parties further agree that upon the request of County, Society shall immediately reinstate the evening hours and/or stray pick up to the hours provided in the contract prior to the November 2012 modification without additional compensation.

IV. REPRESENTATION OF SOCIETY

In agreeing to undertake the responsibilities set forth in this Contract, Society makes the following representations to the County for its benefit:

The Society is a properly constituted eleemosynary corporation operating under the laws of North Carolina; and all corporate action necessary to approve this Contract has been undertaken by the Society and the officers signing on its behalf have requisite corporate authority to do so and this Contract has been approved by its Board of Directors.

THIS AGREEMENT is intended by the parties hereto as the final and exclusive expression of the provisions contained in this agreement, and it supersedes and replaces any and all prior contemporaneous agreements and understandings, oral or written, in connection therewith, between the parties hereto. This agreement may be modified or changed only upon the written consent of the parties hereto.

IN TESTIMONY WHEREOF the said parties, by authority duly and legally given, have executed this agreement this the 3rd day of June, 2024.

COUNTY OF DARE

OUTER BANKS SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS
INC,

By: _____
County Manager

By: _____
President



Resilient Coastal Communities Program Applications

Description

The North Carolina Department of Environmental Quality Resilient Coastal Communities Program (RCCP) is now accepting applications for Phase 3 (Engineering & Design) and Phase 4 (Construction) projects. No cost share match required. A required application component is approval by the Board of Commissioners to submit. Dare County will submit a Phase 3 and Phase 4 application.

Dare County completed the RCCP Phase 1 & 2 vulnerability assessment for Hatteras Island. Drainage issues were noted in Hatteras Village and Salvo. A Phase 3 drainage study is needed to identify solutions for flooding along NC 12 in Salvo. Last year, Phase 3 funded designs of stormwater projects in Buxton and Hatteras Village. Phase 4 application will seek funding for construction of the designed project in Hatteras Village along NC 12.

Board Action Requested

Approve RCCP Applications

Item Presenter

Barton Grover, Grants & Waterways Administrator



County of Dare

Office of the Board of Commissioners

P.O. Box 1000 | Manteo, North Carolina 27954 | 252.475.5700

Robert Woodard
Chairman

Wally Overman
Vice Chairman

Rob Ross
Steve House
Bea Basnight
Danny Couch
Ervin Bateman

Robert L. Outten
County Manager / Attorney

Skyler Foley
Clerk to the Board

AUTHORIZATION OF DARE COUNTY APPLICATION FOR THE RESILIENT COASTAL COMMUNITIES PROGRAM PHASE 3 GRANT

A regular meeting of the *Board of Commissioners* for the *County of Dare* was held in Manteo, NC on **June 3rd, 2024**.

The *Board of Commissioners* was advised that an application for the North Carolina Department of Environmental Quality (DEQ) Resilient Coastal Communities Program grant will be submitted. The proposed application for the *Salvo Flood Mitigation Project* will include a drainage study and design stormwater improvements along NC 12.

I, **Skyler Foley**, Clerk to the Dare County Board of Commissioners, do hereby certify that the Board of Commissioners approved the submittal of the *Salvo Flood Mitigation Project* grant application at the meeting held on **June 3rd, 2024**.

WITNESS my hand and the corporate seal of the said *County of Dare*, North Carolina this the _____ day of _____, 20____.

(SEAL)



County of Dare

Office of the Board of Commissioners

P.O. Box 1000 | Manteo, North Carolina 27954 | 252.475.5700

Robert Woodard
Chairman

Wally Overman
Vice Chairman

Rob Ross
Steve House
Bea Basnight
Danny Couch
Ervin Bateman

Robert L. Outten
County Manager / Attorney

Skyler Foley
Clerk to the Board

AUTHORIZATION OF DARE COUNTY APPLICATION FOR THE RESILIENT COASTAL COMMUNITIES PROGRAM PHASE 4 GRANT

A regular meeting of the **Board of Commissioners** for the **County of Dare** was held in Manteo, NC on **June 3rd, 2024**.

The **Board of Commissioners** was advised that an application for the North Carolina Department of Environmental Quality (DEQ) Resilient Coastal Communities Program grant will be submitted. The proposed application for the project known as **Hatteras Village Bioswales** will request a total of **\$160,000**.

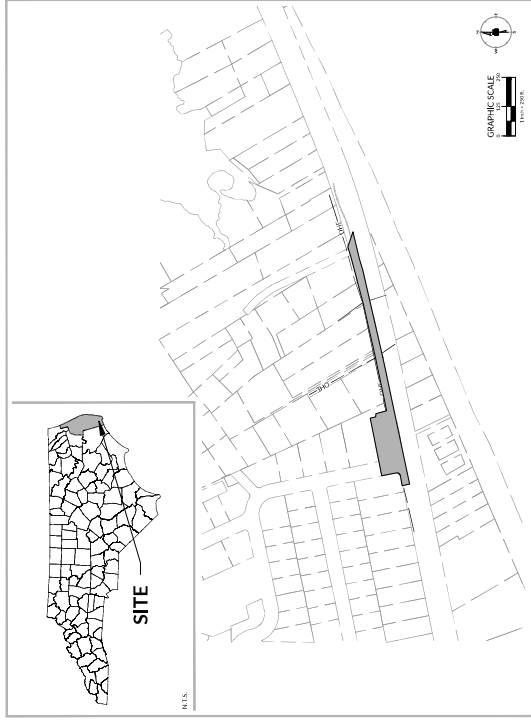
I, **Skyler Foley**, Clerk to the Dare County Board of Commissioners, do hereby certify that the Board of Commissioners approved the submittal of the **Hatteras Village Bioswales Project** grant application at the meeting held on **June 3rd, 2024**.

WITNESS my hand and the corporate seal of the said **County of Dare**, North Carolina this the _____ day of _____, 20____.

(SEAL)

CONSTRUCTION PLANS
RCCP PHASE 3 DESIGN
HATTERAS VILLAGE SWALES

HATTERAS VILLAGE, NC 27943 | DARE COUNTY
 MAY 31, 2023



INDEX OF SHEETS

Number	Title
-	Cover
CO.01	GENERAL NOTES
C1.01	EXISTING CONDITIONS & DEMOLITION PLAN
C2.01	PLAN AND PROFILE
C3.01	EROSION CONTROL
C3.02	EROSION CONTROL DETAILS
C4.01	DETAILS
L1.01	PLANTING PLAN

SURVEY BENCHMARK

BENCHMARK IS LOCAL TO SITE.
 SEE SHEET C1.01 FOR BENCHMARK INFORMATION.
 VERTICAL DATUM BASED ON NAVD 83.

NOTICE: The information herein is for informational purposes only and does not constitute a contract. The user of this information assumes all liability for any use of this information. The user of this information is advised that the information herein is not intended to be used for any purpose other than that for which it was prepared. The user of this information is advised that the information herein is not intended to be used for any purpose other than that for which it was prepared. The user of this information is advised that the information herein is not intended to be used for any purpose other than that for which it was prepared.

CONTACT LIST:

WithersRavenel
 115 MacArthur Drive
 Raleigh, NC 27601
 919.443.3300



PREPARED BY:



OWNER:

Dare County
 115 MacArthur Drive
 Raleigh, NC 27601
 PHONE: 919.443.3300
 ATTENTION: David Carter



CONSTRUCTION PLANS
 RCCP Phase 3 Design
 WVF PROJECT PLAN 23-0036
 05/31/2023



Delegation of Authority Form - Dare County Transportation FY26

Description

Outlines the Delegation of Authority to submit funding applications and enter into contracts with NCDOT and execute all agreements and contracts with NCDOT Integrated Mobility Division. This is an annually required document.

Board Action Requested

Please approve as submitted

Item Presenter

Radcliff Hester, Dare County Transportation Supervisor

UNIFIED GRANT APPLICATION**FY26 DELEGATION OF AUTHORITY**Date: 05/28/24

I Robert Outten (Printed Name of Authorized Official)
Dare County Manager (Title of Authorized Official)
of Dare County (Authorized Official's Agency)
as the designated party for Dare County

(Grant Recipient/Application Agency) with authority to submit funding applications and enter into contracts with the North Carolina Department of Transportation and execute all agreements and contracts with the NCDOT Integrated Mobility Division, hereby delegate authority to the individual(s) filling the positions as indicated below:

Primary Designee: Radcliff Hester/Dare County Transportation Supervisor
Dare County

Reimbursement Requests:	<input checked="" type="checkbox"/> YES
Budget Revisions:	<input checked="" type="checkbox"/> YES
Budget Amendments:	<input checked="" type="checkbox"/> YES
Period of Performance Extensions:	<input checked="" type="checkbox"/> YES
Other	<input type="checkbox"/> YES

Alternate Designee #1: Sally DeFosse/Dare County Assistant Finance Director
Dare County Finance

Reimbursement Requests:	<input checked="" type="checkbox"/> YES
Budget Revisions:	<input checked="" type="checkbox"/> YES
Budget Amendments:	<input checked="" type="checkbox"/> YES
Period of Performance Extensions:	<input checked="" type="checkbox"/> YES
Other	<input type="checkbox"/> YES

Alternate Designee #2: David Clawson/Dare County Deputy County Manager Finance
Dare County Finance

Reimbursement Requests:	<input checked="" type="checkbox"/> YES
Budget Revisions:	<input checked="" type="checkbox"/> YES
Budget Amendments:	<input checked="" type="checkbox"/> YES
Period of Performance Extensions:	<input checked="" type="checkbox"/> YES
Other	<input type="checkbox"/> YES

Signature of Authorized Official



2024 Avon Property Association Fireworks Display

Description

Avon Property Owners Association and produced by Pyrostar Entertainment LLC have applied for a permit to conduct a fireworks display on July 4, 2024, at the Avon Fishing Pier. Pyrostar Entertainment has submitted all needed paperwork for the issuance of the required County permit per NCGS 14-413. Fire Marshal Kovacs will be on-site to conduct the required fire inspection and issue the required operational permit for the show per North Carolina Fire Code requirements.

Board Action Requested

Approval of the permit

Item Presenter

Steven R. Kovacs, Fire Marshal



COUNTY OF DARE

Department of Emergency Management
Office of the Fire Marshal

P.O. Box 1000, Manteo, North Carolina, 27954

Firework - Permit Application

Show Information

Show Name:	Avon Property Owners Association 4th Of July						
Show Date:	7.4.24	Show Time:	9:15pm	Duration:	18 Minutes	Rain Date:	7.5.24
Show Location:	Avon Fishing Pier 41001 Nc 12 Hwy, Avon, NC 27915						
Show Sponsor:	Avon Property Owners Association						
Address:	PO Box 9, Avon, NC 27915						
City:	Newton	ZIP:	28658				
Sponsor Contact:	Pat Weston						
Phone:	[REDACTED]	Cell:					
Email:	teampyrostar@gmail.com	FAX:					

Pyrotechnic Contractor

Name:	Pyrostar Entertainment LLC	ATF License:	1-NC-035-54-5K-0100		
Address:	1052 Smyre Farm Rd				
City:	Newton	State:	NC	ZIP:	28658
Phone:	(252) 305-1705	Cell:	[REDACTED]		
Email:	teampyrostar@gmail.com	FAX:			
Contact Name:	Frank Terzino Jr	Cell:	[REDACTED]		

Technician Information

<i>Operator</i>			
Name:	Elisa Gardner	NC License:	3988
Phone:	[REDACTED]	Cell:	
Email:	teampyrostar@gmail.com		
<i>Assistants</i>			
Name:	Assistants Will Be "Event Employees" Per OSFM	NC License:	
Name:		NC License:	

Site Information (Load in site)

Owner Name:	Land's End Development Llc				
Address:	41001 Nc 12 Hwy				
City:	Avon	State:	nc	ZIP:	27915
Phone:	[REDACTED]	Cell:			
Email:		FAX:			
Contact Name:		Cell:			

Barge Operator

Owner Name:	N/A				
Address:					
City:		State:		ZIP:	
Phone:		Cell:			
Email:		FAX:			
Contact Name:		Cell:			

I certify to the best of my knowledge that all information provided herein is true and correct as submitted to the Dare County Fire Marshal's Office. All work performed under this permit shall conform to the plans, manufacturers specifications, and applicable North Carolina Building Codes and standards. I have read the instructions on the back page and have submitted the required documents. I understand that the completion of this application does NOT entitle the commencement of construction or operation of the system and I will call for all required inspections.

Y. Park

Applicant Signature

5.6.24

Date

Instructions

The applicant shall submit all needed documentation to the Fire Marshal's Office in order to process the application. Submission shall include, but not limited, to the following documents. If other documentation is needed by the Fire Marshal's Office the applicant shall submit such documentation for review when requested.

- Provide site plan showing show set-up and all required safety and fallout zone radius.
- Provide shell inventory (size, count); break down open, body, & finale.
- Provide copies of state operator and assistant licenses.
- Provide copy of insurance certificate.
- Provide copy of ATF license.
- Provide event schedule timeline and site security plan.
- Provide copy of Coast Guard permit; if applicable.
- If a barge show, provide barge size calculation per NFPA 1123
- Provide copy of property use agreement(s).

The event sponsor is required to develop in Incident Action Plan for the event. All agencies and organizations involved with the planning, support, and production of the event included. This must be completed and forwarded to the Fire Marshal's Office 2-weeks prior to the event for review and approval.

For Office Use Only

Date Filed _____ Application Complete? _____ If not complete, date returned: _____

Reviewed _____ By: _____ [] Rejected [] Approved

Please understand that approval of any documents in no way relieves the owner, the architect, the engineer, or the contractor from the responsibility of violations of governing codes and regulations not found by our office. When such violations are found they must be corrected.



1052 Smyre Farm Rd
Newton, NC 28658

To whom it may concern,

My company is looking to obtain a fireworks display permit for the following event.

Event	Avon Property Owners Association 4th Of July FIREWORKS
Location	41001 Nc 12 Hwy, Avon, NC 27915
Date	July 4th 2024
Time	Approximately 9:15pm
Rain Date	July 5th 2024
On Site Technician	Elisa Gardner / [REDACTED]

If you need any additional information please let me know. I can be reached at my contact information below. Thank you!

Frank Terzino Jr
CEO PyroStar Entertainment
704.957.1835
teampyrostar@gmail.com

SITE MAP



Display Site Address:
Avon Fishin Pier
41001 Nc 12 Hwy, Avon, NC 27915

Fallout Area Radius: 500"
Maximum Shell Size: 5"
100' Per Inch Shell Size



Fallout Area



Discharge Site



Spectator Area



Parking Area

Pyrotechnic Materials To Be Used

1.4G	Total Being Used		1.3G	Total Being Used
			Cakes	
200 Gram Cakes			2.5" Shells	x
500 Gram Cakes	20 Body		3" Shells	144 Body / 300 Finale
1.91" Aerial Shells			4" Shells	198 Body / 120 Finale
1.4 Single Shots Comets / Mines			5" Shells	90 Body
1.4 Special Effect Fireball			6" Shells	

**Pyrotechnic Materials Will Not Be Stored On Site.
They will be delivered at 8:00am on the date of the event.**

FIREWORKS 1.3G un 0335

Section II – Hazardous Ingredients / Identity Information

Contains Pyrotechnic Compositions that are mixtures of solid oxidizers and fuels that contained in paper and cardboard containers. No Hazard exist during normal handling and storage.

OSHA PEL – N/A
ACGIH TLV – N/A
OTHER LIMITS – N/A

Section III – Physical / Chemical Characteristics

Boiling Point: - N/A

Specific Gravity: - N/A

Vapor Pressure: - N/A

Melting Point : - N/A

Vapor Density: - N/A

Evaporation Rate: - N/A

Solubility in Water: - N/A

Appearance and Odor: - Pyrotechnic Composition is contained in paper or cardboard casings that may be shaped as cylinders, balls or tubes. Odor is not apparent.

Section IV – Fire and Explosion Hazard Data

Flash Point: - N/A

Flammable Limits: - N/A

LEL: - N/A

UEL: - N/A

Extinguishing Media: Deluge with large quantities of water as quickly as possible by FIRE HOSE from a PROTECTED location. Materials are self-oxidizing.

Special Fire Fighting Procedures: Do not attempt to fight a fire in the immediate area of 1.3G Fireworks- EVACUATE THE AREA.

Section IV – Fire and Explosion Hazard Data- Continued

Unusual Fire and Explosion Hazards: Fireworks 1.3G MAY MASS EXPLODE IN A FIRE. DO NOT ALLOW FIREWORKS TO GET WET- Hazardous Decomposition May Result in a FIRE or EXPLOSION. EXPLOSION MAY OCCUR IF EXPOSED TO SPARKS OR FLAME.

Section V – Reactivity Data

Stability: - Stable

Conditions to Avoid: - Open Flames, Sparks, High Temperatures, Friction or Impact.

Incompatibility (Materials to Avoid): - Do Not Allow Fireworks to Get Wet.

Hazardous Decomposition or Byproducts: - Decomposition does not occur under normal circumstances. Smoke Generated by Fireworks may contain gasses that are irritating to the eyes or mucous membranes. Prolonged Exposure and Inhalation of smoke may cause shortness of breath or more serious problems when a chronic respiratory condition exist.

Hazardous Polymerization: Will Not Occur

Conditions to Avoid: - Storage in High Temperatures, Moist or Wet Conditions, Keep away From Open Flame or Sparks.

Section VI – Health Hazard Data

Route(s) of Entry: - N/A **Inhalation:** -N/A **Skin:** - N/A **Ingestion:** - N/A

Health Hazards (Acute and Chronic) : - N/A

Carcinogenicity: N/A **NTP?:** - N/A **IARC Monographs?:** -N/A **OSHA Regulated:** - NO

Signs and Symptoms of Exposure: - Prolonged Exposure to Smoke that is Generated during Normal use of Fireworks may cause Irritation to Eyes and to Mucous Membranes.

Medical Conditions Generally Aggravated by Exposure: - Eye Sensitivity, Respiratory Conditions.

Emergency and First Aid Procedure: - EYES Should be flushed with Water. Move to Fresh Air and avoid additional Inhalation of Smoke.

Section VII – Precautions for Safe Handling and Use

Steps to Be Taken in Case Material is Released or Spilled: - If Fireworks are spilled, carefully pick up the material and place in a Cardboard Carton. Keep OPEN FLAMES and Sparks AWAY and NO SMOKING.

Waste Disposal Method: - Fireworks that fail to go off should be soaked in a bucket of water and returned to the source where it was obtained. Dry components or powder should be carefully swept up and placed in a cardboard container then soaked with water.
Burning of Fireworks Waste must be performed in compliance with local and state laws.

Precautions in Handling and Storing: - Keep from OPEN FLAMES, NO SMOKING, AVOID IMPACT of MATERIALS and CONTAINERS of MATERIALS, STORE FIREWORKS IN A COOL AND DRY ENVIRONMENT. FIREWORKS 1.3G MUST BE STORED AND TRANSPORTED IN COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.

Other Precautions: - Fireworks 1.3G un 0335 can cause SERIOUS INJURY or DEATH. They Should only be Handled by Properly Trained and Qualified Personnel. When Shooting these Fireworks; PERSONNEL SHOULD WEAR PROPER EYE PROTECTION, HEAD PROTECTION AND NON-SYNTHETIC CLOTHING.

Section VIII – Control Measures

Respiratory Protection : N/A

Ventilation: - N/A **Local Exhaust:** - N/A **Special:** - N/A

Mechanical: -N/A **Other:** - N/A

Protective Gloves:- N/A **Eye Protection:** - When Shooting Fireworks 1.3G

Other Protective Clothing or Equipment: - Protective Head Gear and Non-Synthetic Clothing when Shooting Fireworks 1.3G.

Work / Hygienic Practices: - Store Fireworks in a Cool Dry and Well Ventilated area. Protect Against Physical Damage and Moisture. Fireworks should be Isolated from all Heat Sources, Sparks and Open Flame. No Smoking.

Operator Information From The OSFM Website

Holder's Full Name: Elisa Gardner
Business Name: PyroStar Entertainment LLC-Starfire Pyrotechnics
Government ID By: North Carolina
Government ID Type: Driver License
ID Number: *****0708



License Number: 3988
License Type: 1.3G Pyrotechnic
License Level: Operator
License Status: Valid
Expiration Date: 05/19/2025

Operator Experience

Technician	Type	Project	Date
Elisa Gardner	Technician	Christmas Kaboom	11.25.23
Elisa Gardner	Lead Operator	Morrisville	10.18.23
Elisa Gardner	Lead Operator	Claremont	7.15.23
Elisa Gardner	Technician	Camp Walter Johnson	7.5.23
Elisa Gardner	Lead Operator	Lake Lure	7.1.23
Elisa Gardner	Lead Operator	Cornelius	6.4.23
Elisa Gardner	Technician	Christmas Kaboom	11.24.22
Elisa Gardner	Lead Operator	Fayetteville	7.4.22
Elisa Gardner	Technician	Pineville	10.15.21
Elisa Gardner	Lead Operator	Fayetteville	7.4.21
Elisa Gardner	Technician	Pineville	6.26.21
Elisa Gardner	Technician	Cornelius	6.19.21

Assistants Will Be Event Employees Per N.C. General Statute § 58-82A-25
Assistants Will Have Certificates Printed Off And In Hand At The Site

Pyrostar Entertainment Federal ATF License

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit (18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	1-NC-035-54-5K-01093
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Chief, Federal Explosives Licensing Center (FELC) <i>Mama Howard</i>	Expiration Date	October 1, 2025
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Name
PYROSTAR ENTERTAINMENT LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**1052 SMYRE FARM ROAD
NEWTON, NC 28658-**

Type of License or Permit

54-USER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferee of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

PYROSTAR ENTERTAINMENT LLC
1052 SMYRE FARM ROAD
NEWTON, NC 28658-

Frank Terzino Jr
Licensee/Permittee Responsible Person Signature

C.E.O
Position/Title

Frank Terzino Jr
Printed Name

10/1/22
Date

ATF Form 5400.14/5400.15 Part 1
Revised September 2011

Previous Edition is Obsolete PYROSTAR ENTERTAINMENT LLC 1052 SMYRE FARM ROAD 28658-1 NC 035-54-5K-01093 October 1, 2025 54-USER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name:	PYROSTAR ENTERTAINMENT LLC
Business Name:	
License/Permit Number:	1-NC-035-54-5K-01093
License/Permit Type:	54-USER OF EXPLOSIVES
Expiration:	October 1, 2025
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

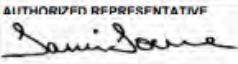
PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	CONTACT NAME: Kristy Wolfe PHONE (A/C No. Ext): 308-382-2330 E-MAIL ADDRESS: kwolfe@ryderinsurance.com	FAX (A/C No): 308-382-7109
	INSURER(S) AFFORDING COVERAGE	
INSURED PyroStar Entertainment LLC Starfire Pyrotechnics 1052 Smyre Farm Rd Newton NC 28658	INSURER A: SCOTTSDALE INS CO NAIC # 41297	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1098644049 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CPS4054439	9/24/2023	9/24/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/PROP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
 Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
 Regarding the General Liability coverage, Primary and Non-Contributory coverage applies to the entities listed below per attached form CG 20 01 when required by written agreement.
 Fireworks Display Date - July 4, 2024; Rain Date - July 5, 2024
 Location: Avon Fishing Pier, 41001 NC 12, Avon, NC 27915
 See Attached...

CERTIFICATE HOLDER Avon Property Owners Association PO BOX 9 AVON NC 27915	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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U.S. Department of
Homeland Security

United States
Coast Guard



Commander
United States Coast Guard
Sector North Carolina

721 Medical Center Drive
Wilmington, NC 28401
Staff Symbol: (spw)
Phone: (910) 772-2200
Fax: (910) 772-2205
Email: ncmarineevent@uscg.mil

16600
30 Apr 2024

Avon Property Owners Association Inc.
C/o Frank Terzino
PO Box 9
Avon, N.C. 27915
Email: teampyrostar@gmail.com

Dear Mr. Terzino:

I received your Application for Marine Event, Form CG-4423, in which you requested approval for the Avon Property Owners firework display to be held on the Atlantic Ocean in Avon, NC on July 4, 2024. I have reviewed your application and determined that the proposed event does not require a Coast Guard Marine Event Permit. As outlined in 33 CFR Part 100, the event does not introduce any extra or unusual hazards that would jeopardize the safety of human life on the navigable waters of the U.S.

A permit may be required by a state, county, or municipal agency. As the event sponsor, it is your responsibility to ensure that all applicable permits are obtained and the appropriate Federal, State and Local agencies are notified about the proposed event.

Because of the dynamic nature of the waterway, boating, and maritime activities, the Coast Guard carefully considers the totality of the risks associated with each event on a case-by-case basis when determining whether a permit is needed. **Although a Coast Guard Permit for Marine Event, Form CG-4424, is not required for this occasion, you should continue to submit an application for this, and any similar events, you may sponsor in the future.** As a reminder, Federal regulations require **135 days** advance notice, while recurring events must be submitted **60 days** prior to the event date. Please keep these requirements in mind when planning your next event.

Furthermore, nothing in this determination is intended to restrict the Coast Guard's ability to take action authorized under the Ports and Waterways Safety Act, the Magnuson Act, or other authorities to ensure the safety of vessels and waterfront facilities, and the protection of the navigable waters and the resources therein.

The decision that your proposed event does not require a Coast Guard permit in no way implies that the event is without risk or deemed completely safe, nor does it imply that the Coast Guard has "approved" the event. As the event sponsor, you are still responsible for the overall safety of the event and obtaining any appropriate permits from other Federal, State, or local authorities.

16600

If you have any questions, please contact Chief Petty Officer Elvin Rodriguez at (910) 772-2239 or at the email address listed above. Good luck with your event.

Sincerely,

Carl Hendrickson

C. E. HENDRICKSON
Lieutenant, U.S. Coast Guard
Chief, Waterways Management Division
By direction

Copy: CG STA Hatteras



NC Emergency Management Disaster Relief and Mitigation Fund Grant

Description

North Carolina Emergency Management has awarded Dare County \$770,000 for stormwater improvements on Old Lighthouse Road in Buxton. No local cost share match is required. Old Lighthouse Road was identified in the Resilient Coastal Communities Program (RCCP) and the Dare County Stormwater Master Plan by residents and the engineer as an area of concern. Project design was funded by the RCCP grant. Additional surveying, engineering, and consultation with NC DOT will be required before construction.

Memorandum of Agreement with NC Emergency Management and Budget Amendment are attached

Board Action Requested

Authorize County Manager to sign MOA and approve Budget Amendment

Item Presenter

Barton Grover, Grants & Waterways Administrator



NC Department of Public Safety
EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary
William C. Ray, Director

3 May 2024

Mr. Barton Grover
Grants Administrator
County of Dare
954 Marshall C. Collins Dr.
Manteo, NC 27954

Dear Mr. Grover,

North Carolina Emergency Management (NCEM) is pleased to inform you that your grant application for the Emergency Management Disaster Relief and Mitigation Fund has been selected for funding up to the amount of \$770,000.

The final approval is conditional on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter.

The attached MOA, as well as the following documents below, should be returned to NCEM via email and sent to NCEMLTR.grant@ncdps.gov

- [Supplier Electronic Payment Request](#) Please email the completed form directly to OSC for processing: ncfsepay@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
- Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- [Sworn \(Notarized\) No Overdue Tax Debt Certification](#) ([G.S. 143C-6-23.\(c\)](#))

This grant shall be effective upon transmittal to the jurisdiction of the executed MOA by NCEM.

By accepting this grant, the recipient agrees that funds will only be expended to complete the approved project, not to exceed the funding amount during the designated period of performance, as well as all applicable terms, conditions, and responsibilities specified in the MOA.

If you have any questions please contact Mr. Jeff Welker, NCEM Long-Term Recovery Grants Manager, directly (984-222-4159 or Jeffrey.Welker@ncdps.gov).

Respectfully,

William C. Ray
Director & Deputy Homeland Security Advisor
North Carolina Emergency Management





**Emergency Management Disaster Relief and Mitigation Grant (DRMG)
Memorandum of Agreement (MOA)
between**

Grantor:
State of North Carolina
Department of Public Safety
Emergency Management

Recipient:
Dare County
954 Marshall C. Collins Dr.
Manteo, NC 27954

MOA# NCEM-DRMG2320

Award amount: \$770,000.00
Period of performance: 7/01/2024 to 12/31/2025

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities, and procedures to implement the terms and conditions for the above Grant. This MOA is to set forth terms by which Grantor, State of North Carolina through NC Department of Public Safety (NCDPS) / North Carolina Emergency Management (NCEM), shall provide funding to the Recipient to facilitate flood mitigation efforts and more specifically to accomplish the Scope of Work as outlined within the Grant Application (See Appendix 2)

2. Authority

This grant award and MOA are authorized under the provisions of: (1) 2023 Appropriation Act, *S.L. 2023-134, § 5.6(f)(1)*, (2) NC Appropriations Act of 2021, *S.L. 2021-180, Section 5.9(a)(3)*, and *Section 5.9(a)(4)*, (3) N.C.G.S. §166A-19.12(13), and (4) FY 2023 Disaster Relief and Mitigation Fund (NOFO):

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Recipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Compensation

Payment to Recipient for expenditures under this MOA will be reimbursed after Recipient's (Requests for Reimbursement) is submitted and approved for eligible scope of work activity. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided (as outlined in Appendix 4).

Recipient must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 7 below regarding compliance.



4. Conditions

These funds are provided by Grantor (NCEM on behalf of State of North Carolina) The following conditions must be adhered to during the entire duration of the grant program:

A. Recipient must:

- i. Have a DUNS number prior to any funds being released. DUNS numbers may be obtained from either of the following websites: www.dnb.com or <http://fedgov.dnb.com/webform>. After April 4, 2022, Recipient will be required to obtain a Unique Entity Identifier created in the System for Award Management (SAM), if they do not already have one. Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM. The Unique Entity ID is currently located below the DUNS Number on the entity registration record in SAM.
- ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all awards from Grantor. SAM information can be found at <http://www.sam.gov>. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government.

B. Recipient must submit the following documents to Grantor at NCEMLTR.grant@NCDPS.gov upon execution and submission of this MOA:

- i. [State of NC Substitute W-9 Form](#)
- ii. [Supplier Electronic Payment Request](#) Please email the completed form directly to OSC for processing: nfsepay@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
- iii. Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- iv. [Sworn \(Notarized\) No Overdue Tax Debt Certification](#) ([G.S. 143C-6-23.\(c\)](#))

C. File Retention

Recipient is required to maintain records and (invoices) of this grant for five years after termination of the grant, or audit if required, or longer where required by law. Recipient must maintain a separate file for each grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution or other official documentation relating to the acceptance or adoption of the grant award.
- ii. MOA, and supporting appendices.
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.
- v. Request for Reimbursements and documentation
- vi. Closeout Request and documentation
- vii. Pre and Post photo documentation for all permanent work projects

5. Regulation

Recipient certifies that it understands and agrees that funds will only be expended for the project as outlined in the grant application and incorporated by reference herein. The Recipient and Grantor certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Grantor is duly authorized to commit the Recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Recipient; and that all agencies involved with this project understand that all funds are limited to the period of performance.

6. Supplanting

Grant funds must be used to supplement existing federal, state and local funds for program activities and must not replace (supplant) those funds that have been appropriated for the same purpose. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/ financial procedures as requested.

7. Compliance

Recipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. Recipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance and/or termination of the award per 09 NCAC 03M.0801. Additional conditions may also be placed on the Recipient for noncompliance with the specified terms and conditions of this MOA, including, but not limited to, additional monitoring and possible placement of Recipient on the Suspension of Funding List (SOFL) maintained by the State Office of State Budget & Management (OSBM) <https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos> .

8. Responsibilities

Grantor:

- A. Grantor shall provide the funding described herein to Recipient to perform the activities as described herein.
- B. Grantor shall conduct a review of the project to ensure Recipient is progressing toward completion of the SOW.
- C. Grantor shall verify the completion of the project thru the closeout process.

Recipient:

- A. This MOA must be signed and returned to NCEM within 45 days after Recipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award (MOA) and date of final approval by the Director of Emergency Management.
- B. Recipient shall expend funds in accordance with this MOA.

- C. Recipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state standards identified in [N.C.G.S. Chapter 143, Article 3, Purchases & Contracts](#).

If Recipient utilizes local procurement policies, Recipient is required to submit a copy of the applicable policies they followed and demonstrate that they complied with those policies, including competition as required.

Recipient is required to check the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that all vendors and contractors have not been suspended or debarred from doing business with the federal or state government.

- D. Provide quarterly progress reports to NCEM within 10 days from end of the calendar year quarter to the following email: NCEMLTR.grant@ncdps.gov.
- E. Requests for Reimbursement (RFR)

Recipient must submit RFR, with all required documentation attached to NCEM at NCEMLTR.grant@ncdps.gov. Grantor will reimburse Recipient for eligible costs as determined by Grantor. Recipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from Grantor. Recipient must submit Request for Reimbursement per appendix 4.

- F. Closeout Reporting Requirements

Recipient must submit to Grantor, no later than 90 calendar days after the end date of the period of performance or completion of the project, whichever is sooner, all financial, performance, and other reports as required by the terms and conditions of the grant award, and this MOA.

This includes, at a minimum:

- i. A closeout letter indicating that the project is now 100% complete, that all funds were used for the purpose appropriated and ready for final inspection.
 - ii. A complete accounting of how all grant funds were used thru the Summary of Documentation (SOD)Form which lists all labor, material, equipment, and contract invoices with corresponding checks or other proof of payment making up the total spend for the project.
 - iii. Copies of all invoices and a copy of proof of payment (both front and back of cleared check is required) as listed on the SOD form.
 - iv. Bid documents (solicitation, bid evaluations, etc.), contracts.
 - v. Insurance documentation on equipment or property purchased under this award or letter indicating lack of insurability
 - vi. Pictures prior to the start of the project and when complete for permanent work type grants.
- G. Non-Supplanting Requirement. See paragraph 6 (Supplanting).
- H. Recipient shall have sole responsibility for the ownership, maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
- i. Recipient shall take and maintain a physical inventory of all equipment purchased with funds awarded under this grant. Equipment is defined as tangible, non-expendable

property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Grantor. The grant summary, cost reports with backup documentation, certificate of title, and any other Recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

- ii. Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.
- iii. Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.

- I. Property and Equipment. Property and equipment purchased with these funds shall be titled to Recipient, and Recipient shall be responsible for the custody and care of any property and equipment purchased with funds furnished for use in connection with this MOA. Grantor will not be held responsible for any property purchased under this MOA. Recipient must obtain any necessary insurance where said insurance can be reasonably obtain and provide proof of insurance as part of any Reimbursement Request or Closeout.

Recipient must utilize all property and equipment as intended in their project application to Grantor.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified paragraph 7, Compliance, above.

- J. Indirect Costs. No indirect or administrative costs will be charged to this award.
- K. Conflict of Interest. Per [N.C.G.S. § 143C-6-23\(b\)](#), Recipient is required to file with Grantor a copy of Recipient's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Grantor may disburse any grant funds.

In conjunction with providing the conflict of interest policy to Grantor, Recipient must disclose in writing to Grantor, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of this grant award.

This includes Recipient's responsibility to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award,

or administration of a contract supported by this grant award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient. All Recipients must disclose in writing to Grantor, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, Recipient must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

- L. Recipient must have an acceptable local travel regulation plan or accept the state travel regulations. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall not exceed state rates and must be supported by documentation. International travel is not eligible under this MOA.

9. **Funding**

Pursuant to N.C.G.S 143C-1-1, the Recipient understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, Grantor will pay for services and goods acquired and obligated on or before the notice of agreement termination.

10. **Taxes**

Recipient shall be considered to be an independent Recipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the Recipient under this grant.

11. **Warranty**

Recipient will hold Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every non-state entity (including non-profit organizations, counties and local governments) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year.

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for Recipients to meet these requirements: <https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

Level I (Less than \$25,000)

A grantee receiving less than \$25,000 (combined) in State or Federal pass through funds must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of Less than \$25,000.
- Level I form and reporting instructions are available on the above website.

Level II (\$25,000 - \$499,999)

A grantee that receives between \$25,000 - \$499,999 (combined) in State or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Schedule of Receipts and Expenditures.
- Program Activities and Accomplishments Reports.
- Level II form and reporting instructions are available on the above website.

Level III (\$500,000 - \$749,999)

A grantee that receives a combined \$500,000 or more in State funding or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end: Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards. See paragraph 15 below for audits.

Level III Continued (\$750,000+)

A grantee that receives a combined \$750,000 or more in funding from all Federal funding sources, even those passed through a state agency must submit:

- Certification Form.

- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end:
- Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.
- Post the single audit to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>).
- Make copies of the single audit available to the public. See paragraph 15 below for audits.

13. Audit Requirements

Per 09 NCAC 03M.0205, a Recipient that receives a combined **\$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the Recipient's fiscal year end submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

If Recipient is a unit of local government in North Carolina, Recipient may also be subject to the audit and reporting requirements in [N.C.G.S. 159-34](#), Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Recipient and are subject to change (see [Local Government Commission](#) for more information).

14. Points of Contact (POC)

To provide consistent and effective communication between Recipient and Grantor, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. Grantor contact shall be the Grants Manager listed on the NoFO or as amended. Recipient POC shall be the person designated by the Recipient. Recipient is required to keep Grantor informed of any changes in POC over the course of the period of performance. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.

D. Is independently developed at the receiving party by someone not privy to the confidential information.

15. Public Records Access

All information maintained by Grantor in connection with this MOA and grant award is subject to the [North Carolina Public Records Act](#), Chapter 132 of the North Carolina General Statutes and is subject to [public records requests](#) through NCDPS.

16. Contracting/Subcontracting

If Recipient contracts/subcontracts any or all purchases or services under this MOA, then Recipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Recipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold Grantor harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. If Recipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to Grantor. A contractual arrangement shall in no way relieve Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

17. Situs

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

18. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

19. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

20. Entire Agreement

This MOA and any annexes, exhibits and amendments annexed hereto, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

21. Modification

This MOA may be amended only by written amendments duly executed by Recipient and Grantor.

22. Termination

Either party, upon sixty (60) days advance written notice to the other, may terminate this MOA.

23. Scope of Work

Recipient shall implement the project as described in the approved project application. That application is hereby incorporated into this MOA in Appendix 2.

24. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award(MOA), properly executed on behalf of the Recipient, and upon execution of all parties to this MOA. The last signature shall be that of the Director of NC Emergency Management.

25. Certification of eligibility - Under the Iran Divestment Act

Pursuant to N.C.G. S§147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer’s Iran Divestment Policy, direct questions to (919) 814-3852.

26. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
 - i. Appendix 1 - Notice of Funding Opportunity (NoFO)
 - ii. Appendix 2 - Scope of Work or Grant Application
 - iii. Appendix 3 - Award letter
 - iv. Appendix 4 – Required Documentation for Reimbursement Request.

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective upon signature of all parties with the signature of the Director of Emergency Management establishing the effective date.

**NC Department of Public Safety
Division of Emergency Management**

**1636 Gold Star Drive
Raleigh NC 27607**

By: _____

Date: _____

William C. Ray
Director NC Emergency Management

APPROVED AS TO FORM:

By: _____

Date: _____

William Polk
Department of Public Safety
Deputy General Counsel

Dare County

**954 Marshall C. Collins Drive
Manteo, NC 27954**

By: _____

Date: _____

Name: _____
Title: _____

By: _____

Date: _____

Name: _____
Title: _____

By: _____

Date: _____

Name: _____
Title: _____

Appendix 1

NOTICE OF FUNDING OPPORTUNITY (NOFO):

NOTICE OF FUNDING OPPORTUNITY (NOFO): **North Carolina Emergency Management (NCEM)** *Disaster Relief and Mitigation Fund*

North Carolina Emergency Management (NCEM) is now accepting applications for grants funded through the 2023 Appropriations Act, *S.L. 2023-134, § 5.6(f)(1)*, the Emergency Management Disaster Relief and Mitigation Fund.

Eligible applicants are state agencies, units of local government, public authorities, and nonprofit organizations.

Funding can be used for flood mitigation, transportation infrastructure resilience against natural disasters, and assistance with local matching to drawn down federal mitigation funds.

Applications must be received by NCEM no later than Close of Business (5pm) on **31 January 2024**.

Eligible Applicants

State agencies, units of local government, nonprofit organizations, and public authorities, as defined in G.S. 159-7, may submit projects to the Emergency Management Long-Term Recovery Group who will convene a panel to score the projects. Nonprofit organization projects are limited to nonsectarian or nonreligious purposes which address such items in the section below.

Eligible Categories of Work

Funds can be used for the following categories of work:

- (1) Flood mitigation efforts that stabilize areas and reduce future damage.
- (2) Ensuring transportation resilience against natural disasters
- (3) Predevelopment assistance to provide small and underserved communities with technical assistance to identify and design shovel-ready projects related to disaster relief and flood mitigation.
- (4) Financial assistance with local cost share to draw down federal funds on approved federal mitigation grants.

Initial funding for this notice is anticipated to be \$25,000,000.

Projects can be 100% funded with no cost share and are paid on a reimbursement basis. Grant administration costs are not eligible.

Examples of Eligible Projects:

(Not intended to be a full list but may help applicants to identify possible projects)

- Construction of new or improvement of existing stormwater infrastructure
- Engineering expenses related to planning and implementation of flood mitigation projects.
- Elevation of buildings, controls, or other improvements of public infrastructure to mitigate future

flood damage.

- Projects to protect public infrastructure from flooding.
- Projects that update and prepare transportation infrastructure for storms, mudslides, and flooding events taking projections of future risk into consideration.
- Risk assessments for critical transportation routes, building on existing and future reports, such as the I-95 and I-40 Flood Resilience Feasibility Study.
- Creating community-informed flood risk and vulnerability assessments that identify resilience gaps and project opportunities for transportation routes in North Carolina to help maintain vital transportation functions following flooding events.

Applicants applying for local cost share assistance for projects that require a local cost share to access federal funds should provide additional information within the application including 1) any notice of approval for your project from the funding agency, 2) a clear understanding of all additional funding sources for the project, and 3) current requirements of the applicant for local match.

Where to Submit Application Materials

Applications must be submitted to the following email address: NCEMLTR.grants@ncdps.gov. Applications will be reviewed for completeness with completed applications scored and ranked.

Key Target Dates:

8-December-2023	NOFO Released
31-January-2024	Application Deadline
15-March-2024	NC Review Panel Scoring completed
April 2024	Applicants Notifications
May-June 2024	Complete and Sign grant agreements

The Period of Performance (POP) is up to 36 months, starting on the date of the recipient’s award. This process starts with the application referenced below.

Process to Submit Your Application

Application/Submission Information and Instructions

Application deadline 31 January 2024 (5:00PM)

Application to be submitted to NCEMLTR.grant@ncdps.gov with subject line “Applicant name – Project name – 2023 DRMF Grant Application”

Application email should include the completed [Application Document](#) and any additional attachments to support the project. Please make sure that you address each part of the application. The points below are representative of what you will find needed within the application. (Scoring weight in brackets):

- 1) Applicant Name, Address, Contact Information, and Project Name. Nonprofit corporations should also include the “Certificate of Existence from the NC Secretary of State, bylaws, and documentation to support ownership or right for project specific facility. (10)
- 2) General description of the Project (15)
- 3) Describe how the project mitigates future damage or flooding include impact on community. (35)
- 4) Scope of Work (SOW) and cost estimate for the project to achieve #3 above, including an understanding of how the estimate was achieved. (20)
- 5) Timeline from approval of Grant to project completion. (10)
- 6) How and who will manage the project if awarded and their qualifications. Additionally, the applicants should include their experience in managing a grant award. (10)

Competitive proposals likely will include:

- Clear understanding of how the project mitigates against frequent flooding or mitigates against frequent disruptions to transportation infrastructure from nature disasters, or a clear understanding of need for matching assistance on approved federal mitigation grants.
- Understanding of the benefits for residents, businesses, and other entities within a community including the percent of the community impacted by the project.
- Professional or engineering reports for the project.
- A current estimate of probable cost with an understanding of how this was developed.
- How the project links to previous comprehensive assessments or planning effort or an understanding of how the community prioritizes this project.
- An understanding of likely implementation of a full construction project.

For more information, please send any questions to NCEMLTR.grant@ncdps.gov

Projects that are selected will require applicants to sign a Grant Agreement (MOA) and will be expected to comply with the terms of the agreement, including quarterly reporting and interim and final inspections as necessary or risk timely payment or funding. Also, applicants will be required to submit the below listed OSBM required documents/forms with the signed MOA if awarded a grant under this fund:

- [W-9 \(09 NCAC 03M .0202\)](#)
- [Electronic Payment / Vendor Verification Form \(09 NCAC 03M .0202\)](#)
- Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- [Sworn \(Notarized\) No Overdue Tax Debt Certification \(G.S. 143C-6-23.\(c\)\)](#)

Appendix 2
Scope of Work or Grant Application

General Information:

Old Lighthouse Road in the village of Buxton is frequently exposed to flooding from ocean over wash events and storms. Proposed project will improve roadside swales with the installation of infiltration trenches, culverts, perforated HDPE pipes, and correct grading issues to enhance drainage.

Proposed project is located in an area identified as disadvantaged on the Climate and Economic Justice Screening Tool. 98th percentile in expected building loss rate, expected population loss rate, and flood risk. 76th percentile in low income. The project is also located within a Community Disaster Resilience Zone, which are areas most at risk from the effects of natural hazards and climate change.

NC DOT is responsible for maintenance of roads and drainage within the right of way to reduce flooding of roadways. While a majority of drainage infrastructure is located within DOT right of way, Dare County has established a stormwater fund from general revenue to address flooding identified in the NC DEQ Resilient Coastal Communities Program and the updated Dare County Stormwater Master Plan. Proposed projects identified in those plans exceed available funds. This project was identified in both the RCCP and Stormwater Master Plan partially funded by a FEMA Flood Mitigation Assistance Grant.

The village of Buxton is located in unincorporated Dare County on Hatteras Island. This narrow barrier island is bordered by the Pamlico Sound to the west and the Atlantic Ocean to the east. Due to this geographic location, the island is frequently exposed to ocean overwash and storm surge from nor'easters and tropical systems. Therefore, each village on Hatteras experiences multiple flood events each year, which is a key challenge to be addressed. In areas of significant beach erosion and resulting storm impact, NC DOT has installed two bridges at a cost of \$14 million and \$155 million respectively in the last 10 years.

In other areas, Dare County has invested significant funds to perform beach nourishment, having completed a \$16.9 million beach nourishment event adjacent to the project area in 2022. While nourishment can reduce storm surge effects, overwash events can still result in flooding of streets, driveways, and houses in the project area, especially before another nourishment maintenance event occurs. Improved stormwater infrastructure can reduce the severity and length of time of flooding events. Current infrastructure on Old Lighthouse Road is insufficient to drain adjacent neighborhoods. With homes reliant on septic systems, flooded properties can result in flooded drainfields and unusable systems until flooding recedes.

Proposed project will improve existing roadside swales along approximately 2,000 lft of Old Lighthouse Road with the installation of infiltration trenches, perforated HDPE pipes, culverts, and regrading to provide proper flow.

As part of the Resilient Coastal Communities Program, the attached construction plans were developed for Old Lighthouse Road. Additional surveys and design development will be necessary to finalize design before bids are advertised.

500 lft of culverts will be placed under side roads and driveways and 730 lft of perforated HDPE pipe will be placed alongside road. This pipe will be covered in filter fabric. The perforated pipe will naturally draw down ground water before storm events, allowing for additional infiltration capacity. The filter fabric will prevent sand from entering perforated pipe, which reduces potential blockage. 28 inlets will be installed within project area to increase drainage during and after storms. In addition, regrading will be completed to ensure proper flow.

The project is located within NC DOT right of way and previous discussions concerning this project with NC DOT Division 1 indicate an encroachment agreement would be provided to Dare County for construction.

Stormwater infiltration is an integral component of stormwater management, however high ground water tables in Hatteras Island prevent effective ground infiltration. The proposed installation of perforated HDPE pipes will lower the existing groundwater table. Groundwater naturally seeps through the holes in the HDPE pipes and the pipes direct this groundwater downstream, therefore creating capacity for water during storm events to infiltrate. This will make the area more resilient to overwash and rainfall events.

Inlets and the HDPE pipes will reduce flooding and ensure effective drainage occurs post-storm so properties are not flooded for a prolonged period of time. Approximately 176 structures are located within the project area (see Benefitting Area Maps attachment), and saturated septic systems cause the homes to be uninhabitable during long lasting flooding events. This flooding also impacts access to habitable structures by property owners and emergency access vehicles. The proposed project will lower flood level and reduce the length of time properties are flooded, ensuring properties remain inhabitable soon after storm events and reducing damages.

The project will occur entirely within NC DOT right of way. There will be impacts to property owners during installation of culverts and lane closures.

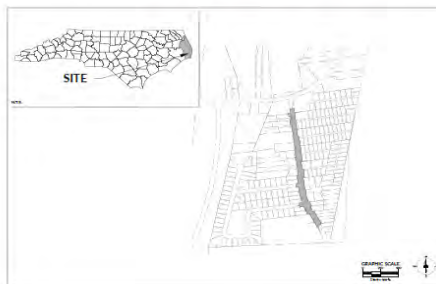
A public survey was conducted, in which over 1,200 responses were received and Old Lighthouse Road was identified as a problem area (See RCCP Excerpt attachment). Construction of the engineered design will reduce the intensity and length of flooding identified by respondents. See Photos attachment for flooding images.

As part of the North Carolina Resilient Coastal Communities program, the engineering firm WithersRavenel completed surveys of the project site and developed the construction plans attached to reduce flooding. Once designed, the engineer produced the attached estimate using best available data on current costs.

CONSTRUCTION PLANS
RCCP PHASE 3 DESIGN
OLD LIGHTHOUSE ROAD

BUXTON, NC 27920 | DARE COUNTY
 MAY 31, 2023

These drawings were prepared by WithersRavenel, Inc. for the use of Dare County. The drawings are not to be used for any other project without the written consent of WithersRavenel, Inc. The drawings are not to be used for any other project without the written consent of WithersRavenel, Inc. The drawings are not to be used for any other project without the written consent of WithersRavenel, Inc.



INDEX OF SHEETS

Sheet No.	Title
01	GENERAL NOTES
02	OVERALL EXISTING CONDITIONS
03	EXISTING CONDITIONS & DEMOLITION PLAN
04	EXISTING CONDITIONS & DEMOLITION PLAN
05	OLD LIGHTHOUSE RD IMPROV - 12'WIDE
06	OLD LIGHTHOUSE RD IMPROV - 14'WIDE
07	EROSION CONTROL
08	EROSION CONTROL DETAILS
09	DETAILS

SURVEY BENCHMARK
 BENCHMARK IS LOCAL TO SITE.
 SEE SHEET 04 FOR BENCHMARK INFORMATION.
 VERTICAL DATUM IS NAVD 83.

<p>CONTACT LIST:</p>	<p>PREPARED BY:</p>	<p>OWNER:</p>
-----------------------------	----------------------------	----------------------

Appendix 3



NC Department of Public Safety
EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary
William C. Ray, Director

3 May 2024

Mr. Barton Grover
Grants Administrator
County of Dare
954 Marshall C. Collins Dr.
Manteo, NC 27954

Dear Mr. Grover,

North Carolina Emergency Management (NCEM) is pleased to inform you that your grant application for the Emergency Management Disaster Relief and Mitigation Fund has been selected for funding up to the amount of \$770,000.

The final approval is conditional on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter.

The attached MOA, as well as the following documents below, should be returned to NCEM via email and sent to NCEMLTR_grant@ncdps.gov

- [Supplier Electronic Payment Request](#) Please email the completed form directly to OSC for processing: ncfsepap@osc.nc.gov with copy to NCEMLTR_grant@ncps.gov
- [Conflict of Interest Policy \(G.S. 143C-6-23.\(b\)\)](#)
- [Sworn \(Notarized\) No Overdue Tax Debt Certification \(G.S. 143C-6-23.\(c\)\)](#)

This grant shall be effective upon transmittal to the jurisdiction of the executed MOA by NCEM.

By accepting this grant, the recipient agrees that funds will only be expended to complete the approved project, not to exceed the funding amount during the designated period of performance, as well as all applicable terms, conditions, and responsibilities specified in the MOA.

If you have any questions please contact Mr. Jeff Welker, NCEM Long-Term Recovery Grants Manager, directly (984-222-4159 or Jeffrey.Welker@ncdps.gov).

Respectfully,

Requested by:

A handwritten signature in black ink that reads "William C. Ray".

William C. Ray

Director & Deputy Homeland Security Advisor
North Carolina Emergency Management



1636 Gold Star Drive Raleigh, NC 27607 | 4236 Mail Service Center Raleigh, NC 27699-4236
Phone: 919-825-2500 Fax: 919-825-2685 | www.ncdps.gov www.readync.gov
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Appendix 4
Documents for Reimbursement Request

Quarterly Progress Report - Form LTR002/2022

Request for Reimbursement - Form LTR003

Summary of Documentation (SOD) - Form LTR001

Recipient should submit a single pdf with the above forms and all supporting information including invoices, proof of payment, bid documentation and contracts as necessary. PDF file should be ordered as follows:

1. Request for Reimbursement Form
2. Current Quarterly Progress Report Form
3. Summary of Document Form (SOD)
4. Supporting documentation in order as they appear on SOD. Please order invoices and matching checks together within the pdf.
5. Any Insurance documents, permits, or pictures of work progress as necessary or supportive.

North Carolina Division of Emergency Management
Long Term Recovery Grant Program
QUARTERLY PROGRESS REPORT

Progress Report Period: _____ to _____

Project Title: _____ MOA #: _____

Applicant: _____

Address: _____ County: _____

Contact Person: _____ Title: _____

Phone #(s): _____ Email Address: _____

Total Project Expenditures to Date: \$ _____

-
1. Date of Project Approval:
 2. Start Date of the Project:
 3. Percent of Work Completed to Date: _____ %
 4. Anticipated Completion Date:
 5. Actual Completion Date:
 6. Summary of progress on project for this report period: *(Provide narrative summary on a monthly basis and relate activities to project budget.)*

7. Anticipated cost over-run/under-run: \$

8. Problems encountered:

9. Status: *(Please check pertinent information).*

- | <u>Project Status</u> | <u>Project Cost Status</u> |
|--|---|
| (1) <input type="checkbox"/> Project on schedule | (1) <input type="checkbox"/> Cost unchanged |
| (2) <input type="checkbox"/> Project completed | (2) <input type="checkbox"/> Cost overrun |
| (3) <input type="checkbox"/> Project delayed | (3) Cost <input type="checkbox"/> der-run |
| (4) <input type="checkbox"/> Project canceled | |

Request for Reimbursement (RFR)
Form LTR003

Grantee: _____ Identification Number: _____

Mailing Address: _____ City, Zip: _____

MOA Grant #	Grant Amount \$	Previous Payments \$	Current RFR	SOD and supporting Docs attached (Y/N)*	State Approvals Office Use only (GM approval) Comment	
Total of Current Request						

* SOD and Supporting documentation are required for all Requests for Reimbursements and need attached to the pdf of this request.

I certify that the above expenditures are accurate and in compliance with the associated MOA.

Authorized Representative: _____

Signature: _____

Date: _____

**NORTH CAROLINA DIVISION OF EMERGENCY MANAGEMENT
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE WORK Form LTR001**

(1) Applicant:		(2) MOA Number:	
(3) FIPS/Duns or Tax ID/EIN No.			
(5) Applicant's Check No., Reference No., Warrant, Voucher, Claim, or schedule No.	(6) Delivery Date of articles or performance services	(7) DOCUMENTATION List Documentation (Applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category	(8) Applicant Proposed Eligible Costs
Force Account Labor			
		Total	0.00
Equipment			
		Total	0.00
Materials			
		Total	0.00
Contract			
		Total	0.00
Other			
		Total	0.00
		(9) Grand TOTAL	\$0.00
		(10) -Grant AMOUNT	
		(11) ADJUSTED TOTAL (+ OR -)	\$0.00
Signature:			

DARE COUNTY

BUDGET AMENDMENT

F/Y 2024-2025

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Stormwater					
<u>Revenues:</u>					
NCDPS-NCEM-DRMG Grant Proceeds	173765	422104	00788	\$770,000	
<u>Expenditures:</u>					
Drainage Imprvmt-Old Lighthouse Road	174765	537505	00788	\$770,000	

Explanation:

Grant award for improvements to enhance drainage along Old Lighthouse Road, Buxton.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____



Interlocal Agreements with Municipalities within Dare County Pertaining to the Motorola FLEX Public Safety Software System

Description

This Interlocal Agreement sets forth provisions identifying the distribution of responsibilities, system management, and software services pertaining to the Motorola FLEX public safety software system.

Board Action Requested

Authorize the County Manager to execute the Interlocal Agreement with Duck, Southern Shores, Kitty Hawk, Kill Devil Hills, Nags Head, and Manteo.

Item Presenter

N/A

This INTERLOCAL AGREEMENT entered by and between Dare County and Town of Southern Shores, Town of Nags Head, Town of Kitty Hawk, Town of Kill Devil Hills, Town of Duck, and Town of Manteo, hereinafter referred to individually as a “party” and collectively as “the parties,” is executed pursuant to all applicable governing laws of the State of North Carolina. The parties acknowledge they have read and understand the terms and conditions contained herein. This Agreement sets forth provisions identifying the distribution of responsibilities, system management, and software services pertaining to the Motorola FLEX public safety software system. Each party does agree as follows:

1.0 DEFINITIONS

PARTIES: The entities directly associated with the Motorola FLEX public safety software system, which include Dare County and the Town of Southern Shores, Town of Nags Head, Town of Kity Hawk, Town of Kill Devil Hills, Town of Duck, and Town of Manteo.

SERVER SITE: The Dare County Sheriff’s Office will herein be referred to as the Server Site. As such, the dedicated server(s) for the software applications will be maintained and stored at the Server Site and its associated facilities.

CONNECTED SITES: Town of Southern Shores Police Department, Town of Nags Head Police Department, Town of Kity Hawk Police Department, Town of Kill Devil Hills Police Department, Town of Duck Police Department, and Town of Manteo Police Department will herein be referred to as the Connected Sites. As a shared entity utilizing the server(s) at the Dare County Communication Center, the software owned and operated by the Connected Sites will use the server(s) at the Server Site.

MOTOROLA FLEX SYSTEM: All references to the system, software, Motorola FLEX, Motorola FLEX system, or Motorola FLEX public safety system software refer to any version or parts of the public safety software applications provided by Motorola, Inc.

AUTHORIZED INDIVIDUAL: An Authorized Individual is one who has been given a unique username and password login to the Motorola FLEX System. Each Authorized Individual must be a current Employee In Good Standing, as defined below, of Dare County, Town of Southern Shores, Town of Nags Head, Town of Kity Hawk, Town of Kill Devil Hills, Town of Duck, or Town of Manteo, or an authorized IT Contractor in Good Standing designated by the Server Site, or a Connected Site, to assist or perform maintenance on the Motorola FLEX public safety software system at the Server Site or a Connected Site.

HIGH PRIORITY ISSUE: Issues that are critically impacting the Motorola FLEX public safety software system and the job performance of multiple users.

MEDIUM PRIORITY ISSUE: Issues that are impacting the Motorola FLEX public safety software system and the job performance of at least one user.

LOW PRIORITY ISSUE: Issues that are impacting the Motorola FLEX public safety software system but have a minimal impact on the job performance of users.

EMPLOYEE IN GOOD STANDING: An employee of one of the parties who has not been terminated for any reason; has not been relieved of duty pursuant to a criminal or administrative investigation; has not had his or her access to the Motorola FLEX public safety system software revoked or terminated for any reason; and has not been charged with a felony offense, or a misdemeanor offense listed in the most recent publication of the North Carolina Criminal Justice Education & Training Standards Commission/North Carolina Sheriffs' Education and Training Standards Commission Class B Misdemeanor Manual.

IT CONTRACTOR IN GOOD STANDING: An employee of an IT company that is under a current contract to provide IT services and assistance to Dare County, Town of Southern Shores, Town of Nags Head, Town of Kitty Hawk, Town of Kill Devil Hills, Town of Duck, or Town of Manteo; and who has not had his or her contract to provide such services and assistance terminated directly or indirectly for any reason; and who has not been charged with a felony offense, or a misdemeanor offense listed in the most recent publication of the North Carolina Criminal Justice Education & Training Standards Commission/North Carolina Sheriffs' Education and Training Standards Commission Class B Misdemeanor Manual; has been fingerprinted and remains in full compliance with all FBI Criminal Justice Information Services (CJIS) and NC SBI Division of Criminal Information (DCI) requirements.

SYSTEM APPLICATIONS ADMINISTRATOR: Often referred to as a "Super User," is a user of the Motorola FLEX public safety system software who has been given the ability to access all programs in the Motorola FLEX public safety software system and has "Administration Mode" privileges. Further, a Super User can view all partitions, and can access, add, modify, and delete all records on the Motorola FLEX public safety system software. System Applications Administrators are responsible for adding all new Authorized Individuals, Agency Administrators, and System Applications Administrators to the system. Only employees of the Server Site who are assigned to administer the Motorola FLEX public safety software system and who are sworn law enforcement officers or who have a need to assist in administering the Motorola FLEX public safety system software may possess System Applications Administrator rights.

AGENCY ADMINISTRATOR: Appointed by the Agency Head at each Connected Site, Agency Administrators have the ability to access the programs the employing Connected Site has purchased within the Motorola FLEX public safety software system, and the data specific to the Agency Administrator's employing Connected Site. Agency Administrators can also view partitions for the applicable Connected Site; access, add, modify, and delete records for the applicable Connected Site; make administrative changes to program settings for the applicable Connected Site; and have full authorization to modify, and delete their Connected Site's own Authorized Individuals' and Agency Administrators' access, rights, or privileges within the Motorola FLEX public safety software system. Each Agency Head shall have Agency Administrator privileges.

AGENCY HEAD: The chief of police at each Connected Site and the Sheriff at the Server Site.

2.0 DATA ENTRY AND USE

2.1 STANDARDS COMMITTEE

A Standards Committee will be established. The Standards Committee will be chaired by the Dare County Sheriff's Office Director of Communications and will include one member from each Connected Site, who is appointed by the chief of police from each Connected Site. Each appointee should be an Agency Administrator for their respective agency.

The Standards Committee shall initially meet within thirty (30) days after the execution of this Agreement and shall thereafter meet at least monthly to address issues arising with regard to: this Agreement; the Motorola FLEX public safety software system; policies, standards, and changes to the use of the Motorola FLEX public safety software system; or any other issue properly before the Standards Committee. At their initial meeting, the Standards Committee shall establish regular dates and times for its monthly meetings, and procedural rules for its meetings. The Server Site shall be responsible for scheduling the initial meeting of the Standards Committee with the Agency Heads or, if appointed, the Standards Committee member.

The Standards Committee shall also schedule special meetings upon the written request of any member of the Standards Committee or Agency Head, which special meetings may be to address any item set forth in the paragraph above.

Each member of the Standards Committee shall have one vote, with a simple majority needed, when voting to approve or disapprove standards and proposed changes to the Motorola FLEX public safety software system.

Members of the Standards Committee will also serve as the primary point of contact for communication regarding the Motorola FLEX public safety software system, between the Server Site and the Connected Site. Troubleshooting requests will be made electronically using a tracked system. Members of the Standards Committee should receive regular communication from the Server Site regarding the Motorola FLEX public safety software system.

The Standards Committee shall be responsible for making all decisions regarding standards, substantive changes, and policies regarding the Motorola FLEX public safety software system and its design and usage but shall not be responsible for the daily oversight of the said system.

The Server Site will make decisions, without a vote by the Standards Committee, regarding the standards and changes to the Motorola FLEX CAD and Jail modules.

2.2 DATA ENTRY STANDARDS

Terms of consistency are to include consistent vocabulary and references throughout the Motorola FLEX System as well as definitions for all code tables throughout the system.

2.3 GEOBASE SETUP AND ONGOING MAINTENANCE

It will be the responsibility of the Server Site to develop, update, and maintain all GeoBase files for all parties, including street center lines, partial layers, police zones, and common place names. The Connected Sites will have full authorization to work collaboratively with the Server Site to define these specifications for system users, and the Server Site shall update the GeoBase files based on input from the Connected Sites.

2.4 DATA SHARING

The Server Site shall allow the Connected Site to maintain separate records and data specific to each party's Motorola FLEX public safety software system. Each party will have access to computer programs and stored data within the Motorola FLEX public safety software system. Access to the Connected Site's data will be established and directed by the Server Site with the Connected Site's participation and approval. Data entered into the system by any party becomes a part of the server database and will be subject to maintenance or archival procedures as determined by the Server Site, the Standards Committee, or as required by law.

Any Connected Site may partition data applicable to its GeoBase files or entered into the Motorola FLEX public safety software system by its own Authorized Individuals or Agency Administrators into the Motorola FLEX public safety software system, so that no other Connected Site may access that partitioned data ("Partitioned Data"). Each party shall have access to data entered into the Motorola FLEX public safety software system by another party unless that data is Partitioned Data.

2.5 USE OF DATA

No party will sell, give, loan, lease or otherwise transfer title, possession, or allow access or use of any of the data or screens by any person, firm, corporation, or association, other than the party's respective Authorized Individuals, Agency Administrators, or System Applications Administrators, without prior written approval from all parties. Each party acknowledges and agrees that any party may deny the aforementioned acts to be undertaken by the other party.

Dissemination of data or information is the responsibility of each party and shall be consistent with the provisions of this Agreement. Each party shall ensure that its Authorized Individuals, Agency Administrators, and System Applications Administrators, as applicable, do not disclose data obtained through the Motorola FLEX public safety software system except as permitted by this Agreement or as required by law.

2.6 NON-PUBLIC RECORDS

Pursuant to NCGS Sections 132-1.4 and 132-1.4A, records entered into the Motorola FLEX public safety software system may not be subject to disclosure pursuant to the North Carolina Public Records Act, NCGS Section 132-1 et seq. Thus, before any records entered into the Motorola FLEX public safety software system is treated as a public records subject to disclosure under NCGS Sections 132-1 et seq., the party proposing to disclose the records as public records shall make a determination as to whether the records are exempt from such disclosure pursuant to NCGS Sections 132-1.4 and 132-1.4A and shall share its determination with the other parties before any data is disclosed as public records.

2.7 SYSTEM USE

The Motorola FLEX public safety software system is intended for use by the Server Site and Connected Site's public safety employees only, and then only to the extent that the public safety employees are Authorized Individuals, Agency Administrators, or System Applications Administrators.

Use of the Motorola FLEX public safety software system shall be in compliance with U.S. Department of Justice, Federal Bureau of Investigations, Criminal Justice Information Security Policy, and NC State Bureau of Investigation Policy.

3.0 SECURITY

Extent of access shall conform to the regulations set forth in applicable federal, state, and local law.

3.1 SECURED SYSTEM ACCESS

Access to the Motorola FLEX public safety software system will only be allowed through a virtual private network (VPN) established and maintained by Dare County.

3.2 AUTHORIZED INDIVIDUAL USERS

Subject to the limitations provided in this Agreement, each Connected Site will have full authorization to add, modify, and delete that Connected Site's own Authorized Individuals and Agency Administrators' access, rights, or privileges within the Motorola FLEX public safety software system.

The Server Site will not add, modify, or delete any access, rights, or privileges of an Authorized Individual or Agency Administrator employed by a Connected Site within the Motorola FLEX public safety software system without written consent from the applicable Connected Site.

3.3 USER PERMISSIONS

Each user of the Motorola FLEX public safety software system shall have a unique user account with a unique password, thereby identifying the user's identity and the users access authority as an Authorized Individual, Agency Administrator, or System Applications Administrator.

Authorized individual permissions shall include, as appropriate, system rights of the user, accessibility to specific modules and applications, ability to view, modify, delete, and print any aspect of the Motorola FLEX public safety software system as defined by approved permissions for each Authorized Individual user.

A user's account will provide a method of accounting for access to information.

Sharing of accounts within a Connected Site is expressly prohibited.

3.4 SECURITY PRIVILEGES

Connected Sites reserve the right to make decisions and establish all security privileges pertaining to the Connected Site's data stored within the Motorola FLEX public safety software system.

3.5 SECURITY AND INTEGRITY

The Server Site's network shall remain, and the Server Site shall ensure that its network remains protected from internet threats with firewall security to prevent unauthorized access via the internet or internally. The Connected Site is responsible for securing its own organization's computer resources against all unauthorized access.

By the tenth 10th day of each month, the Server Site shall provide each Agency Head with a full audit report for the month just ended that shows: all authorized users of the Motorola FLEX public safety software system; whether each such user is an Authorized Individual, Agency Administrator, or Systems Applications Administrator; which of the applicable Connected Site's files were accessed by each user of the Motorola FLEX public safety software system; and when such files were accessed. Any such report shall also be provided by the Server Site for any specified period upon at least five (5) days prior request from an Agency Head requesting the report and applicable period for which the report shall be provided.

4.0 SYSTEM ADMINISTRATION

The Server site will only allow personnel employed by the Server Site who are assigned to administer the Motorola FLEX public safety software system to possess System Applications Administrator rights. The Server Site shall enact internal policy that prohibits System Applications Administrators from disseminating information protected by law or manipulating or altering, in any way, data within the Motorola FLEX system without the consent of the Standards Committee. The Server Site shall provide each Agency Head with a copy of their internal policy within 90- days of the date this agreement is executed.

By majority vote of the Standards Committee, an Authorized Individual employed by a Connected Site may be granted System Applications Administrator rights. If an Authorized Individual is granted these rights, the employing Connected Site shall enact internal policy that prohibits the System Applications Administrator from disseminating information protected by law or manipulating or altering, in any way, data within the Motorola FLEX system without the consent of the Standards Committee. The Connected Site shall provide the Server Site and each Agency Head with a copy of their internal policy within 90 days of the date an Authorized Individual employed by that Connected Site is granted System Applications Administrator rights.

Each Connected Site is entitled to two Agency Administrators, in addition to its Agency Head, who will have full system access to administer the modules and features specific to the Connected Site's Motorola FLEX public safety software system. Each Agency Administrator will have full access and authorization to add, modify, and delete any data or information from the areas within the Motorola FLEX public safety software system that are specific to the Connected Site that employees the Agency Administrator.

5.0 EQUIPMENT & CONNECTIVITY

5.1 EQUIPMENT AT THE SERVER SITE

The Server Site, at its own cost and expense, shall maintain the network, server(s), firewall, backup devices, etc. that run and house the data applicable to the Motorola FLEX public safety software system.

5.2 SERVER CONNECTIVITY

Each party is responsible for maintaining its own internet connectivity to the Server Site.

5.3 HARDWARE MAINTENANCE

The Server Site shall, at its own cost and expense, maintain a maintenance contract, with all hardware vendors at all times, including backup generator(s) or reserved power supplies, for all hardware that supports the Motorola FLEX public safety software system. The Server Site shall renew these hardware contracts as necessary with all involved entities.

5.4 MINIMUM END-USER HARDWARE SPECIFICATIONS

Computers (laptops or PCs) with access to the Motorola FLEX public safety software system that are owned, leased, or otherwise under the control of each Connected Site, will meet or exceed the "minimum hardware specifications" established by Motorola, Inc. for the Motorola FLEX public safety software system.

Each party will be responsible to maintain its own end-user hardware.

5.5 ACCESS TO MOTOROLA FLEX SYSTEM PUBLIC SAFETY SOFTWARE SYSTEM

The Server Site will do everything within reason to ensure that the Connected Sites are able to access to the Motorola FLEX public safety software system 24x7x365. Should availability to the Motorola FLEX public safety software system be disrupted or terminated for any reason whatsoever, the Server Site will immediately notify the Connected Sites of the lapse in system access.

Each party is responsible for its own access to the server. Should access to the server lapse for a party, the individual party is responsible to work with appropriate parties to restore system access as soon as possible, and to further provide notification to the other parties when system availability is restored.

5.6 MOTOROLA FLEX SYSTEM PUBLIC SAFETY SOFTWARE SYSTEM NETWORK AVAILABILITY

The Motorola FLEX public safety software system availability objective is 95% 24x7x365.

5.7 MOTOROLA FLEX SYSTEM PUBLIC SAFETY SOFTWARE SYSTEM NETWORK MAINTENANCE

The Motorola FLEX public safety software system and the Server Site network will be available as set forth in this section with the following exceptions:

5.7.1 SCHEDULED PREVENTATIVE MAINTENANCE

The Server Site reserves the right to schedule preventative maintenance on all systems. Preventative maintenance will be scheduled on a normal cadence. The Server Site will provide the Connected Sites with a minimum of two weeks' notice, via electronic mail, before preventative maintenance is performed. The Server Site will attempt to minimize the

impacts to the Connected Sites while preventative maintenance is being performed.

All parties agree and acknowledge that scheduled preventative maintenance may result in loss of service to the Motorola FLEX public safety software system for a period of time.

5.7.2 SOFTWARE AND HARDWARE UPGRADES OR MODIFICATIONS

If upgrades, additional modules, or new hardware are determined necessary and acceptable by all parties, the Server Site will determine the most appropriate time for scheduled modifications to minimize the impact to all parties.

Software and hardware upgrades or modifications differ from normally scheduled maintenance, in that the Motorola FLEX public safety software system may be unavailable for duration of the upgrade, which conceivably may be 24-hours or longer.

The Server Site will provide the Connected Sites with a minimum of one month's notice, via electronic mail, before software or hardware upgrades or modifications are performed. The Server Site will attempt to minimize the impacts to the Connected Sites while software or hardware upgrades or modifications are being performed.

5.7.3 EMERGENCY MAINTENANCE

The Server Site will coordinate emergency maintenance with the Connected Sites whenever necessary and possible.

5.8 SERVER SITE INFORMATION TECHNOLOGY SUPPORT

The Server Site's Information Technology Department will provide 24x7x365 support for system servers that support the Motorola FLEX public safety software system.

For Low Priority Issues, the Connected Site's designated Standards Committee Member should submit a service ticket to the Server Site's Information Technology Department via the Server Site's automated ticketing system. The Server Site shall use its best efforts to resolve any Low Priority Issues within 72 (seventy-two) hours after being informed of such issue.

For High priority issues that arise during business hours, Connected Site's supervisors should contact the Dare County Sheriff's Office Communications Director by telephone. The Server Site shall use its best efforts to resolve any High Priority Issues within 8 (eight) hours after being informed of such issue. The Server Site shall use its best efforts to resolve any High Priority Issue within 24 (twenty-four) hours after being informed of such issue.

For High priority issues that arise outside business hours, Connected Site's supervisors should call the 9-1-1 Communication Center at 252-473-3444 and report the issue to the on-duty supervisor. The on-duty supervisor will make the appropriate notification to the on-call System Applications Administrator from the Server Site's Information Technology Department.

5.8.1 SERVICE TICKETING

The Server Site will use an automated ticketing system to accept, process, assign a priority level (i.e., Low, Medium, or High) and log the resolution of Motorola FLEX public safety software system issues, regardless of whether such issues are reported by email the Server Sites automated ticketing system or telephone, as set forth in Section 5.8, above. When a support ticket is entered, the automated ticketing system will route the service ticket to the Dare County Sheriff's Office Director of Communications, Agency Heads, Agency Administrators, and the system administrators assigned to administer the Motorola FLEX public safety software system. The Server Site shall also ensure that all Agency Administrators and the Standards Committee shall also receive confirmation of the issue submission and an explanation of the service ticket resolution.

5.9 MOTOROLA INFORMATION TECHNOLOGY SUPPORT

The Server Site will ensure that Agency Heads, Agency Administrators, and the IT Contractor in Good Standing at each Connected Site are authorized to contact Motorola technical support via telephone or online portal to obtain technical support related to the functionality of programs and modules within the Motorola FLEX public safety software system.

5.10 CONFIGURATION MANAGEMENT

All configuration changes to the Motorola FLEX public safety software system will be made by the Server Site in coordination with the Connected Sites.

Requests for configuration changes to the Motorola FLEX public safety software system from the Connected Sites may come from the Connected Site's designated Standards Committee Member, or the Agency Administrator.

The Server Site shall not to perform any configuration changes to the Motorola FLEX public safety software system server(s), with the exception of configuration changes to the Motorola FLEX CAD or Jail modules, the without majority consent from the Standards Committee.

If a change is a Motorola FLEX public safety system software or hardware upgrade, modification, or configuration affecting all parties, refer to subsection 5.7.2 for the notification requirement.

Connected Sites shall not perform any configuration changes to the Server Site's hardware.

5.11 DISASTER RECOVERY, BACKUP, & ARCHIVING

The Server Site's is responsible for ensuring full nightly backups are completed successfully. In addition to nightly backups, the Server Site will ensure that disaster recovery procedures are in place and current in order to accommodate system failures, infrastructure failures, etc. so that the Motorola FLEX public safety software system will be accessible from the secondary data center.

The Server Site shall enact an internal data breach policy and an IT disaster recovery plan. The Server Site shall provide each Agency Head with copies of these documents within 90-days of the date this Agreement is executed.

The Server Site, in cooperation with all Connected Sites, shall coordinate and execute a planned

fail-over to the secondary data center on a quarterly basis. The Server Site shall provide to Agency Heads, in writing, documentation of the testing and the outcome of said testing.

6.0 TERMS OF CONTRACT

6.1 TERMINATION OF MOTOROLA FLEX LICENSE OR SUPPORT AGREEMENT

If any party should terminate its Motorola FLEX public safety software system license or support contract with Motorola Inc., the party will provide written notice to the other parties at least 30 days prior to the contract's termination. Upon such termination, said party shall no longer be a party to this Agreement, but this Agreement shall remain in full force and effect as to the other parties.

Any party may terminate its status as a party to this Agreement upon at least sixty (60) days written notice to the other parties. Upon such termination, said party shall no longer be a party to this Agreement, but this Agreement shall remain in full force and effect as to the other parties.

The party maintaining the license or support contract with Motorola FLEX reserves the right to keep its own license and/or support contract with the vendor as well as all system data belonging to the party.

At such time as the Motorola FLEX public safety system software is no longer used by the parties and is replaced with any other software, Dare County, at its own expense, shall be responsible for migrating all data from the Motorola FLEX public safety system software to the new software.

6.2 TERMINATION OF INTERLOCAL AGREEMENT BETWEEN SERVER SITE AND CONNECTED SITE

This Agreement may be terminated upon mutual agreement of all parties by providing written notice of such termination. Termination will be effective on the date stated in the notice so long as the notice is properly given at least 120 days prior to such date. This Agreement may be immediately terminated without notice upon an event of default. Should an event of default occur, there will be 10 business days allowed for the defaulting party to remedy the situation prior to Agreement termination. Events of default include but are not limited to the following:

- a) One party uses data or gives someone access to data from the Motorola FLEX public safety system software in a manner that is inconsistent with this Agreement.
- b) Unauthorized copying of data entered into the Motorola FLEX public safety system software.
- c) The Agreement is determined to be in conflict with Federal or state law, or Town resolutions, or ordinances which are in effect at the time of this Agreement or may be imposed in the future and such conflict cannot be remedied by the Standards Committee.
- d) One party sells, gives, leases, or loans access to the screens of the data contained in the Motorola FLEX public safety system software to any person other than an Authorized Individuals, Agency Administrators, and System Applications Administrators without the express written approval of the other parties.
- e) One party allows access to the screens of the data contained in the Motorola FLEX public safety system software to be used as a list of individuals for commercial purposes.
- f) One party allows the connection, directly or indirectly, of a computer network that can access the Motorola FLEX public safety system software when the connecting person or entity is outside of the Server Site's or the Connected Site's control.

6.3 DATA MIGRATION

Upon the termination of this Agreement as to any one or all of the parties, each party whose status as a party to this Agreement is being terminated shall have the right, within 120 days after said termination, to have its data migrated from the Motorola FLEX public safety system software that is governed by this Agreement to the terminated party's own software system. Dare County and the Server Site shall assist and cooperate, at their own cost, with this data migration.

6.4 LIMITATION OF LIABILITY

The information supplied by the Server Site or by any Connected Site described herein is provided on an "as is" basis "with all faults."

The obligations of each party and the rights and remedies of each party set forth in this Agreement are exclusive and in substitution for all the warranties, obligations, and liabilities of the applicable party.

All concerns will be brought forth to the Standards Committee and if required, escalated to the appropriate governing authority. If any legal action is required it will be resolved, if possible, through North Carolina mediation rules. The parties would be responsible for their own costs and split any mediation fees equally.

6.5 REPLACEMENT OF PRIOR INTERLOCAL AGREEMENTS

Dare County and the Town of Duck entered into a certain Interlocal Agreement on or about Dec. 19, 2022 regarding the Motorola FLEX public safety software project (the "Duck Agreement"). Dare County and the Town of Southern Shores entered into a certain Interlocal Agreement on or about Dec. 19, 2022 regarding the Motorola FLEX public safety software project (the "Southern Shores Agreement"). Dare County and the Town of Nags Head entered into a certain Interlocal Agreement on or about Dec. 19, 2022 regarding the Motorola FLEX public safety software project (the "Nags Head Agreement"). Dare County and the Town of Kitty Hawk entered into a certain Interlocal Agreement on or about Dec. 20, 2022 regarding the Motorola FLEX public safety software project (the "Kitty Hawk Agreement"). Dare County and the Town of Kill Devil Hills entered into a certain Interlocal Agreement on or about Dec. 20, 2022 regarding the Motorola FLEX public safety software project (the "Kill Devil Hills Agreement"). Dare County and the Town of Manteo entered into a certain Interlocal Agreement regarding the Motorola FLEX public safety software project (the "Manteo Agreement"). This Agreement is intended to, and shall, replace the Duck Agreement, Southern Shores Agreement, Nags Head Agreement, Kitty Hawk Agreement, Kill Devil Hills Agreement, and Manteo Agreement (collectively, the "Prior Agreements"). Upon the execution of this Agreement by all parties, the Prior Agreements shall become null and void and of no force or effect and shall be replaced in their entirety by this Agreement.

7.0 ACCEPTANCE

The governing boards of Dare County and the Town of Southern Shores, Town of Nags Head, Town of Kitty Hawk, Town of Kill Devil Hills, Town of Duck, and Town of Manteo hereby mutually acknowledge and accept the terms and conditions of this Agreement.

Dare County:

By: _____

Name: _____

Title: _____

Date: _____

Town of Southern Shores:

By: _____

Name: _____

Title: _____

Date: _____

Town of Duck:

By: _____

Name: _____

Title: _____

Date: _____

Town of Manteo:

By: _____

Name: _____

Title: _____

Date: _____

Town of Nags Head:

By: _____

Name: _____

Title: _____

Date: _____

Town of Kity Hawk:

By: _____

Name: _____

Title: _____

Date: _____

Town of Kill Devil Hills

By: _____

Name: _____

Title: _____

Date: _____

[signatures continued on the following pages]

The undersigned hereby agrees to become bound by, and by its signature shall become bound by, the provisions of the Agreement applicable to the Server Site and the Dare County Sherriff's Office.

Dare County Sherriff's Office:

By: _____
Name: _____
Title: _____
Date: _____

Each of the undersigned hereby agrees to become bound by, and by its signature shall become bound by, the provisions of the Agreement applicable to it as a Connected Site and as an Agency Head.

Town of Southern Shores Police Department:

By: _____
Name: _____
Title: _____
Date: _____

Town of Duck Police Department:

By: _____
Name: _____
Title: _____
Date: _____

Town of Manteo Police Department:

By: _____
Name: _____
Title: _____
Date: _____

[signatures continued on the following page]

Town of Nags Head Police Department:

By: _____

Name: _____

Title: _____

Date: _____

Town of Kitty Hawk Police Department:

By: _____

Name: _____

Title: _____

Date: _____

Town of Kill Devil Hills Police Department:

By: _____

Name: _____

Title: _____

Date: _____



Budget Amendment SHIP Grant

Description

The increase is due to two new grants being awarded. The MIPPA grant to target medicare assistance for lower income residents is an increase of \$3832. The Shred-A-Thon Grant is \$5600 specifically for events to provide the opportunity to community members to dispose of their sensitive paperwork effectively and provide educational information on scam prevention. Two large events are planned for May 29th at the Virginia Tillett Center and August 6th at the Baum Center.

Board Action Requested

Approve Budget Amendment

Item Presenter

Robert Outten

DARE COUNTY

BUDGET AMENDMENT

F/Y 2023- 2024

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department:</u>					
<u>Revenues:</u>					
SHIIP Grant	103660	422075	00128	17,100	
 <u>Expenditures:</u>					
SHIIP Grant	104660	514400	00128	17,100	

Explanation:

The increase is due to two new grants awarded. The MIPPA grant to target medicare assistance for lower income residents is an increase of \$3832. The Shred a Thon Grant is \$5600 specifically for events to provide the opportunity to community members to dispose of their sensitive paperwork effectively and provide educational information on scam prevention. We have two events scheduled. The first on May 29th is scheduled to be held at the Tillet Center, and the second event is scheduled for August 6th at the Baum Center.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____



*Dare County DHHS -Public Health
Opioid Settlement Funds Resolution & Budget Amendment for FY2025*

Description

Resolution and Budget amendment to authorize the expenditure of opioid settlement funds for fiscal year 2025

Board Action Requested

Adopt the resolution and budget amendment for fiscal year 2025

Item Presenter

n/a

DARE COUNTY

BUDGET AMENDMENT

F/Y 2024-2025

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Opioid Settlement Special Revenue Fund					
<u>Revenues:</u>					
Opioid settlement funds	313052	460100	56011	\$370,177	
<u>Expenditures:</u>					
Salaries	314600	500200	56001	\$43,950	
FICA	314600	500300	56001	\$3,362	
Retirement	314600	500400	56001	\$5,995	
Health Insurance	314600	500500	56001	\$13,474	
401k	314600	500601	56001	\$1,319	
Retiree Health Insurance	314600	500700	56001	\$77	
Contracted Services	314600	510700	56001	\$65,000	
Professional Services - Court	314600	510900	56001	\$75,000	
Supplies	314600	513300	56001	\$100,000	
Linkage to Care	314600	525722	56001	\$62,000	

Explanation:

Authorization for expenditure of opioid settlement funds for fiscal year 2025.

Strategy 1. Exhibit A- 8: Post Overdose Response Team	\$68,177
Strategy 2. Exhibit A- 2: Evidenced Based Addiction Treatment	\$45,000
Strategy 3. Exhibit A-10: Criminal Justice Diversion - Court	\$75,000
Strategy 4. Exhibit A-12: Reentry Programs	\$50,000
Strategy 5. Exhibit A- 7: Naloxone Distribution	\$100,000
Strategy 6. Exhibit A- 3: Recovery Support Services	\$32,000

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____

**A RESOLUTION BY THE COUNTY OF DARE
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

WHEREAS Dare County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids.

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”) and the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation (“SAAF”);

WHEREAS Dare County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states that, before spending opioid settlement funds, the local government’s governing body must adopt a resolution that:

- (i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- (iii) states the amount dedicated to each strategy for a specific period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA and SAAF, Dare County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized

- a. Name of strategy: Post Overdose Response Team
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #8
- d. Amounted authorized for this strategy: \$68,177
- e. Period of time during which expenditure may take place:
Start date July 1, 2024 through End date June 30, 2025
- f. Description of the program, project, or activity: Peer Support Specialist, Overdose Response Coordinator. Duties include follow up on overdoses and with people at high risk for overdose via collaboration with EMS and local law enforcement in the community and connecting this population and businesses in Dare County with harm reduction tools.
- g. Provider: Dare County Health & Human Services

2. Second strategy authorized
 - a. Name of strategy: Evidenced-based addiction Treatment
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #2
 - d. Amounted authorized for this strategy: \$45,000
 - e. Period of time during which expenditure may take place:
Start date July 1, 2024 through End date June 30, 2025
 - f. Description of the program, project, or activity: Fund tuition for Dare residents who are uninsured/self-pay. This program provides evidenced-based addiction treatment and along with medication assisted treatment.
 - g. Provider: Changing Tides Addiction Center.

3. Third authorized strategy
 - a. Name of strategy: Criminal Justice Diversion
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #10
 - d. Amounted authorized for this strategy: \$75,000
 - e. Period of time during which expenditure may take place:
Start date July 1, 2024 through End date June 30, 2025
 - f. Description of the program, project, or activity: Recovery Court Coordinator to provide case management/linkage to resources for recovery court participants
 - g. Provider: Dare County/NC Courts

4. Fourth authorized strategy
 - a. Name of strategy: Reentry Programs
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #12
 - d. Amounted authorized for this strategy: \$50,000
 - e. Period of time during which expenditure may take place:
Start date July 1, 2024 through End date June 30, 2025
 - f. Description of the program, project, or activity: Link Jail population to resources needed, counseling services, co pays, entry fees, Rehab costs, clothing, medical assistance, healthcare
 - g. Provider: Dare County Detention Center

5. Fifth authorized strategy
 - a. Name of strategy: Naloxone Distribution
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #7
 - d. Amounted authorized for this strategy: \$100,000
 - e. Period of time during which expenditure may take place:
Start date July 1, 2024 through End date June 30, 2025
 - f. Description of the program, project, or activity: Supply Naloxone and Fentanyl test strips to the community
 - g. Provider: Dare County Health & Human Services

6. Sixth authorized strategy

- a. Name of strategy: Recovery Support Services
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #3
- d. Amounted authorized for this strategy: \$32,000
- e. Period of time during which expenditure may take place:
Start date July 1, 2024 through End date June 30, 2025
- f. Description of the program, project, or activity: Dare County's HHS will address community recovery supports for transportation assistance to recovery groups, counseling appointments, rehabilitation, detox centers, food, clothing, healthcare needs, medications. Dare residents with Opioid Use Disorder or histories of opioid use will also be eligible to have their entrance fees to Dare Challenge's abstinence / faith based treatment program covered if necessary.
- g. Provider: Dare County Health & Human Services (\$12,000). Dare Challenge residential program (\$20,000)

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$370,177.

Adopted this the 3th day of June, 2024.

Robert Woodard Sr., Chairman
Dare County Board of Commissioners

ATTEST:

Skyler Foley, Clerk to the Board

COUNTY SEAL



DHHS - Social Services Division Memorandum of Understanding between NCDHHS and Dare County

Description

N.C. General Statute 108A-74 requires all counties to enter into a written agreement with the NC Department of Health and Human Services for all social services programs excluding Medicaid. This Memorandum of Understanding is a two-year agreement made between NCDHHS and Dare County to comply with the requirements of the law.

Board Action Requested

Approve and sign

Item Presenter

n/a

MEMORANDUM OF UNDERSTANDING

(FISCAL YEAR 2024-25 and 2025-26)

BETWEEN

THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
DARE COUNTY

**A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74,
an Act of the North Carolina General Assembly**

This Memorandum of Understanding (“MOU”) is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the “Department”) and Dare County a political subdivision of the State of North Carolina (hereinafter referred to as the “County”) to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a “Party” and collectively as the “Parties.”

TERMS OF UNDERSTANDING

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2024, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

1.0 Parties to the MOU

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Dare County, a political subdivision of the State of North Carolina.

1.1 Relationships of the Parties

Nothing contained herein shall in any way alter or change the relationship of the parties Parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

Subcontracting: The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The County additionally agrees not to enter into any confidentiality agreement or provision with a

subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the County enters into a contractual relationship with for the complete administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

Assignment: No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

2.0 Terms of the MOU

The term of this MOU shall be for a period of two years beginning July 1, 2024 and ending June 30, 2026.

2.1 Default and Modification

Default: In the event the County fails to satisfy the mandated performance requirements as set forth in **Attachment I** or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

Performance Improvement: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements set forth in **Attachment I** or failure to meet the terms of this MOU, the process for performance improvement set forth in N.C. Gen. Stat. § 108A-74 will govern. Nothing contained in this MOU shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

Waiver of Default: Waiver by the Department of any default or breach in compliance with the terms of this MOU by the County shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this MOU unless stated to be such in writing, signed by an authorized representative of the Department and the County and attached to the MOU.

Force Majeure: Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, public health emergency or other catastrophic natural event or act of God.

Modification: The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

3.0 MOU Documents

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory.
- (2) The Terms of Understanding
- (3) Addendum A – Data Sharing Memorandum of Agreement
- (4) Attachment I – Mandated Performance Requirements:
 - a. I-A: Energy Programs
 - b. I-B: Work First
 - c. I-C: Food and Nutrition Services
 - d. I-D: Child Welfare – Foster Care
 - e. I-E: Adult Protective Services
 - f. I-F: Special Assistance
 - g. I-G: Child Support Services
- (5) Attachment II - Child Welfare - CFSR

4.0 Entire MOU

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

5.0 Definitions

While “County” is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) "County department of social services" also means the consolidated human services agency, whichever applies.
- (2) "County director of social services" also means the human services director, whichever applies.
- (3) "County board of social services" also means the consolidated human services board, whichever applies.
- (4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) "Social services programs" or "Social services programs other than medical assistance" means social services and public assistance programs established in Chapter 108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

6.0 Audit Requirements

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

7.0 Record Retention

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

8.0 Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the Parties as defined under the laws of the State of North Carolina.

9.0 Confidentiality

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

10.0 Secretary’s Authority Undiminished

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

11.0 MOU does not Diminish Other Legal Obligations

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County’s obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the Parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Carla West, Division Director, Human Services NCDHHS 2417 Mail Services Center Raleigh, NC 27699-2001	Carla West NCDHHS Dorethea Dix Campus, McBryde Building Phone: 919-855-4755 E-mail: carla.west@dhhs.nc.gov

For Dare County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Charles P Lycett Director, Division of Social Services Dare County DHHS P.O. Box 669 Manteo, North Carolina 27954	Charles P Lycett Director, Division of Social Services Dare County DHHS 107 Exeter Street Manteo, North Carolina 27954 lycettc@darenc.gov

13.0 Responsibilities of the Department

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop performance requirements for each social services program based upon standardized metrics utilizing reliable data. The performance requirements are identified in Attachments I and II.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
 - a. Staff Training and Workforce Development:
 - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.
 - ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
 - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
 - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information thirty days in advance of the effective date of new policy to the extent feasible or practicable, including interpretations and clarifications of existing policy.
 - v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
 - b. Performance Monitoring:
 - i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
 - ii. Provide feedback to counties with recommended changes when necessary.

- iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.
- c. Data Submission:
 - i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
 - ii. Provide counties with reliable data related to their performance requirements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
 - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
- d. Communication:
 - i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
 - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
 - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
 - iv. Provide counties with a timely response to requests for technical assistance or guidance.
 - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
 - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
 - vii. Communicate proactively with the County Director of Social Services on matters that affect social services programs covered under this MOU. Communication shall be timely, and alerts sent to counties to let them know of the upcoming changes.
 - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to, corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.
- e. Inter-agency Coordination:
 - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
 - ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
 - iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.

- iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.
- (5) The Department shall timely meet all of its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachment I. The County will ultimately work toward achievement of the Standard Measure for all performance requirements set forth in Attachments I and II.
- (2) The County shall comply with the following administrative responsibilities:
 - a. Staff Requirements and Workforce Development:
 - i. The personnel, including new hires and existing staff, involved in the County’s provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
 - b. Compliance:
 - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
 - ii. Develop and implement internal controls over financial resources related to the County’s social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
 - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
 - c. Data Submission:
 - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation.
 - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.
 - iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
 - iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.
 - d. Communication:
 - i. Respond and provide related action in a timely manner to all communications received from the Department.

- ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
 - iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leaves of absence greater than two calendar weeks.
- e. Inter-agency Cooperation:
- i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
 - ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
 - iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
 - iv. Assist or operate mass shelter operations or other required disaster management responsibilities.
- (3) The County shall timely meet all its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

15.0 Data Security and Reporting

Data Security: The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. The Parties hereby adopt and incorporate the terms of the Data Sharing Agreement attached as Addendum A as if fully set forth herein.

Duty to Report: The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

16.0 Miscellaneous

Choice of Law: The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the Parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agree and submit, solely for matters concerning this MOU, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive

venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

Effective Date: This MOU shall become effective July 1, 2024 and shall continue in effect until June 30, 2026.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

Dare County

BY: _____
Name

BY: _____
Name

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

North Carolina Department of Health and Human Services

BY: _____
Secretary, Department of Health and Human Services

DATE: _____

ADDENDUM A: DATA SHARING MEMORANDUM OF AGREEMENT

Between

North Carolina Department of Health and Human Services

And

Dare County Department of Health and Human Services – Division of Social Services

This Data Sharing Memorandum of Agreement (MOA) between the North Carolina Department of Health and Human Services (NC DHHS or Agency) and Dare County (County) (and collectively with Agency referred to as the Parties) establishes the agreement between the Parties regarding the County's access to, and use and disclosure of, all confidential data and information provided by the Agency to the County, for purposes of administering North Carolina's public assistance and public service programs.

1. PURPOSE AND SCOPE

The purpose of this MOA is to identify certain roles and responsibilities of each party as it relates to the sharing and use of all confidential data and information provided by the Agency to the County in connection with the administration of North Carolina's public assistance programs as well as the County's administration and performance of other public services delegated to it by law (collectively referred to as NCDHHS Data). For purposes of this MOA, NCDHHS Data, includes, but is not limited to:

- a. Social Security Administration (SSA) data;
- b. Federal Tax Information (FTI) as defined in the current IRS Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies (IRS Publication 1075);
- c. protected health information as defined by 45 CFR 160.103;
- d. personal information, as defined by the North Carolina Identity Theft Protect Act, N.C.G.S. § 75-61(10);
- e. identifying information, as defined by N.C.G.S. § 14-113.20(b); and
- f. names or other information concerning persons applying for or receiving public assistance or social services which are confidential pursuant to N.C.G.S. §108A- 80.

More specifically, the objectives of this MOA are to:

- Manage the information technology process and systems pertaining to the NCDHHS Data provided by the Agency to the County, and received by the County from the Agency, to ensure compliance with all applicable federal and state laws, regulations, standards and policies regarding the confidentiality, privacy and security of this NCDHHS Data.

- Enhance the County’s secure receipt, access to, and use of NCDHHS Data provided by the Agency to the County.
- Allow the County to access and utilize NCDHHS Data provided by the Agency for purposes of administering North Carolina’s public assistance and public service programs.

2. BACKGROUND

The Agency administers and oversees a variety of public assistance and public service programs for the State of North Carolina (collectively, Public Assistance Programs), including, but not limited to, the following:

- NC Medicaid Program
- NC Health Choice for Children (North Carolina’s CHIP Program)
- Temporary Assistance for Needy Families
- Supplemental Nutrition Assistance Program
- NC Food and Nutrition Services (North Carolina’s SNAP Program)
- Work First (North Carolina’s Temporary Assistance for Needy Families program)
- Women, Infants and Children (WIC)
- Adult and Family Services
- Child Support Services
- Child Welfare Services

As part of its role pertaining to these Public Assistance Programs, the Agency receives, maintains, and stores certain data pertaining to applicants for, and recipients participating in, the Public Assistance Programs, which includes NCDHHS Data.

The County administers the daily operations of many of the Public Assistance Programs at the local level, in accordance with State and Federal law, and policies and rules adopted by the Agency. As part of its role pertaining to these Public Assistance Programs, the County accesses and utilizes certain data pertaining to applicants for, or recipients participating in, the Public Assistance Programs, which includes NCDHHS Data.

The Agency and the County agree to work cooperatively to ensure that NCDHHS Data is available to the County for purposes of administering North Carolina’s Public Assistance Programs, and that the County accesses and utilizes NCDHHS Data in accordance with applicable federal and state laws, regulations, standards and policies governing confidentiality, privacy and security of the NCDHHS Data and the terms of this MOA. The parties acknowledge and agree that this MOA is intended to continue and renew and prior similar memorandum of agreement in place between the Parties which was effective on or about October 14, 2016.

3. AUTHORITY OF PARTIES

Each Party is an agency of the State of North Carolina and operating pursuant to its respective statutory authority and obligations. This MOA is authorized under the provisions of N.C.G.S. §§ 108A-25, 108A-54, and 153A-11 and Article 13 of Chapter 153A of the North Carolina General Statutes, and the implementing recommendations or regulations of these laws, if any. For the convenience of the Parties and avoidance of doubt, the Parties acknowledge and agree that NC DHHS is the “Agency” as such term is used in IRS Publication 1075, and that the County is a statutory agent but not a “contractor” or “agent” as such term is used in North Carolina statutory or common law. The Agency acknowledges it is authorized to receive and use FTI pursuant to 26 U.S.C. § 6103.

4. PARTIES’ ROLES AND RESPONSIBILITIES

Pursuant and subject to this MOA, the Agency shall provide to the County NCDHHS Data pertaining to the Public Assistance Programs, through access to the Agency’s information technology systems utilized in conjunction with the Public Assistance Programs. These information technology systems include, but are not limited to, the Agency’s current NC FAST case management system (NC FAST), and the legacy information systems which preceded NC FAST (collectively, NCDHHS Information Systems). The NCDHHS Information Systems are secured via Agency access control mechanisms and related procedures, including, but not limited to, Resource Access Control Facility (RACF), North Carolina Identification (NCID), and Web Identity Role Management Portal (WIRM) (collectively, NCDHHS Access Controls).

All NCDHHS Data that the Agency provides to the County shall remain confidential and secure at all times. Confidentiality and security of this NCDHHS Data will be maintained by the County in accordance with all applicable federal and state laws, regulations, standards and policies governing this NCDHHS Data and in accordance with the terms of this MOA. Only appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data will be granted access to the NCDHHS Data, through the NCDHHS Information Systems and NCDHHS Access Controls. Any data, records or other information shared through this MOA are protected from unauthorized use and disclosure and shall be accessed and used by the County solely for purposes of administering and operating the Public Assistance Programs.

NCDHHS agrees:

- a. To provide NCDHHS Data to the County through access to the NCDHHS Information Systems in strict accordance with the NCDHHS Access Controls and in accordance with the terms of this MOA.
- b. To allow the County to access and utilize the NCDHHS Data to administer and operate the Public Assistance Programs.

- c. To allow appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data to access and utilize the NCDHHS Data through access to the NCDHHS Information Systems, to the extent needed to perform their job responsibilities.
- d. To work cooperatively with the County regarding County employee and contractor access to NCDHHS Data and NCDHHS Information Systems, and compliance with this MOA and applicable law.
- e. To be responsible for supervision of its own employees and contractors.

The County agrees:

- a. To grant access to NCDHHS Data through access to the NCDHHS Information Systems only to County employees and contractors authorized in strict accordance with the NCDHHS Access Controls and in accordance with the terms of this MOA. The County shall conduct background checks for individual employees prior to authorizing their access to FTL.
- b. To ensure the NCDHHS Data and NCDHHS Information Systems are accessed and utilized only for the purposes authorized by law and under this MOA in conjunction with the administration and operation of the Public Assistance Programs.
- c. To grant access to the NCDHHS Data only to appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data, and only for purposes of administering and operating the Public Assistance Programs.
- d. To ensure NCDHHS data is available only to persons authorized by law and this MOA to access and use the NCDHHS Data.
- e. To ensure NCDHHS Information Systems are accessed only by persons authorized by law and this MOA to access the NCDHHS Information Systems.
- f. To obtain prior written permission from NCDHHS for the disclosure of any NCDHHS Data to any contractor. If NCDHHS approves disclosure of any NCDHHS Data to a County contractor, the County shall ensure the contractor is provided a copy of this MOA and signs a written agreement with the County acknowledging receipt of a copy of this MOA and agreeing to comply with the terms of this MOA as it relates to the contractor's access to NCDHHS Data.
- g. To obtain prior written permission from NCDHHS for granting access to any of the NCDHHS Information Systems to any contractor. If NCDHHS approves access of a contractor to any NCDHHS Information System, the County shall ensure the contractor is provided a copy of this MOA and signs a written agreement with the County acknowledging receipt of a copy of this MOA and agreeing to comply with the terms

of this MOA as it relates to the contractor's access to NCDHHS Information Systems.

- h. To ensure that all information technology systems receiving, storing, processing, or transmitting FTI meet the requirements in IRS Publication 1075, including the requirements set forth in Exhibit 7 to IRS Publication 1075, a copy of which is available at: <https://www.irs.gov/pub/irs-pdf/p1075.pdf>.
- i. To maintain a current list of employees and contractors authorized to access and utilize the NCDHHS Data provided by the Agency pursuant to this MOA, and to provide the Agency a copy of that list upon written request by the Agency.
- j. To submit, when requested by the Agency, a written certification that continuous security monitoring has been performed in accordance with applicable requirements. Additionally, the County will submit a written certification that all mainframe and network device configurations supporting the County environment is compliant with all applicable requirements. This certification will be provided to the Agency with supporting evidence, such as a recent vulnerability scan.
- k. At the Agency's request, the County will work with the IRS, Social Security Administration, or other federal agencies or their agents with respect to periodic safeguard and security reviews. The County will support the resolution of the Agency's finding based on a written plan satisfactory to both Parties.
- l. Upon notification from the IRS, Social Security Administration, other federal agencies, or the Agency of changes to functional and security specifications, the County will collaborate with the Agency to develop and implement plans to meet specified requirements in accordance with guidance and direction provided by the IRS and/or the Agency. The County will be responsible for costs arising from such modifications.
- m. To provide annual access and disclosure awareness and incident reporting training to its employees and any approved contractors that may have access to SSA data and/or FTI data (only certain functions in support of Child Support Enforcement may allow contractor access to FTI).
- n. To work cooperatively with the Agency regarding County employee or contractor access to NCDHHS Data and NCDHHS Information Systems, and compliance with this MOA and applicable law.
- o. To be responsible for supervision of its own employees and contractors.

5. ACCESS CONTROL

The County shall be responsible for reviewing, approving, delegating and monitoring access by County employees and any approved contractors to NCDHHS Data, in strict accordance with the NCDHHS Access Controls applicable to the NCDHHS Information Systems involved and in accordance with the terms of the MOA. In addition, the County will adhere to any written standard or guidelines provided by the Agency regarding management and implementation of the NCDHHS Access Controls, and access to the NCDHHS Information Systems, including, but not limited to, the information systems [access control policy](#) in the current version of the [North Carolina Statewide Information Security Manual](#).

6. CONFIDENTIALITY AND SECURITY

The Agency and the County acknowledge and agree that the NCDHHS Data which the Agency provides to the County shall be classified as, and shall remain, “NCDHHS Data” or “State Data”. At no time will the NCDHHS Data provided by the Agency ever be classified as County data.

The County acknowledges and agrees that in accessing, receiving, utilizing or otherwise dealing with the NCDHHS Data, it will safeguard and not use or disclose such NCDHHS Data except as provided in this MOA. The County shall protect the confidentiality of the NCDHHS Data in accordance with applicable federal and North Carolina laws, regulations, standards and guidelines, including, but not limited to the following:

- Privacy Act of 1974 (5 USC § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988;
- IRS Publication 1075;
- Medicaid, 42 U.S.C. § 1396(a)(a)(7), 42 CFR Part 431.300-307;
- Temporary Assistance to Needy Families, 42 U.S.C. § 602 (a)(1)(A)(iv);
- Supplemental Nutrition Assistance Program, 7 U.S.C. § 2020 (e)(8); 7 CFR Part 272.1(c);
- Social Security Act, 42 U.S.C. § 1396(a)(a)(7);
- Social Security Administration Disclosure, 20 CFR Part 401;
- Child Support, 42 U.S.C. § 654(26);
- Public Assistance Programs (Public Welfare), 45 CFR Part 205.50; and U.S. Department of Labor Employment and Training Administration, 20 CFR Part 603;
- Health Information Portability and Accountability Act and HIPAA Privacy Rule, 45 CFR Part 160 and Subparts A and E of Part 164;
- North Carolina law governing confidentiality of, and access to, public assistance program data and records, including N.C. Gen. Stat. 108A-80 and implementing regulations; and
- North Carolina Identify Theft Protection Act, N.C. Gen. Stat. 75-60 et seq. and 132-1.10 and any implementing regulations.

The County acknowledges and agrees that some of the data elements included within the NCDHHS Data can be classified as “identifying information” within the meaning of N.C.G.S. § 14-113.20(b). In addition, the combination of certain data elements could classify the data elements as “personal information” within the meaning of N.C.G.S. § 75-61(10). Since the Agency and the County are subject to the North Carolina Identity Theft Protect Act requirements, N.C.G.S. § 132-1.10 and 75-65, the Agency and the County acknowledge and understand that the unauthorized disclosure, misuse, or loss of these certain data elements could subject the County and/or the Agency to security breach notification requirements.

The County shall safeguard and protect the security of the NCDHHS Data from loss, theft, or inadvertent disclosure, in accordance with applicable federal and North Carolina laws, regulations, standards and guidelines, and policies including, but not limited to the following:

- Federal Information Security Management Act of 2002 (44 USC 3541 et seq.);
- SSA’s “Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration”
- IRS Publication 1075;
- Health Information Portability and Accountability Act and HIPAA Security Rule, 45 CFR Part 160 and Subparts A and C of Part 164; and
- National Institute of Standards and Technology guidelines.

In accordance with applicable federal and North Carolina statutes, regulations, standards, and policies, the County shall use appropriate physical and technological security safeguards to prevent re-disclosure of NCDHHS Data, and to protect NCDHHS Data in paper and/or electronic forms during transmission, storage or transport. The County shall use encryption during the data transmission process and shall protect NCDHHS Data on portable computers and devices through the use of applicable encryption and strong authentication procedures and other security controls to make NCDHHS Data unusable and inaccessible by unauthorized individuals.

The County shall monitor County employees’ access to higher-risk NCDHHS Data elements such as Social Security numbers, dates of birth, and FTI. The County shall terminate access privileges to NCDHHS Data of County employees immediately when their employment has been terminated or their job responsibilities no longer require access.

The County shall dispose of paper and equipment containing NCDHHS Data in a secure manner in accordance with applicable law and information security NIST standards. At the request of the Agency, the County shall provide documentation of proper disposal of NCDHHS Data to NCDHHS.

The County shall implement procedures for detecting, investigating, reporting and responding to security incidents involving NCDHHS Data. The County shall implement an Incident Management Plan which will be the source for how to handle incident management involving NCDHHS Data, and the Incident Management Plan will be available to the Agency upon request.

The County shall evaluate and report all losses, misuse, or unauthorized disclosure of NCDHHS Data to the NCDHHS Privacy and Security Office without unreasonable delay. Any expenses incurred as a result of the loss, misuse, or unauthorized disclosure of NCDHHS Data by the County will be the responsibility of the County.

The County shall report any suspected or confirmed privacy or security breach or incident involving the NCDHHS Data to the NCDHHS Office of Privacy and Security via electronic mail and the Office's website: <http://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security>, within 24 hours after the suspected or confirmed breach is first discovered. The County shall report any suspected or confirmed privacy or security breach involving Social Security Administration or Federal Tax Information data to: (i) the NCDHHS Office of Privacy and Security via the online incident reporting tool at the link above, or if after normal business hours, (ii) the NCDHHS Chief Information Security Officer via the phone numbers listed at the link above, **IMMEDIATELY** and within 60 minutes after the suspected or confirmed privacy or security breach is first discovered. The County acknowledges and agrees that it must make immediate reports of any suspected or confirmed breach involving SSA or FTI data in the manner set forth above in order to enable the Agency to fulfill the Agency's obligation to report the suspected or confirmed breach to the SSA or IRS (as applicable) within one hour after it is first discovered.

The County will collaborate and cooperate with the Agency regarding investigation, actions and potential remedies pertaining to any suspected or confirmed privacy or security breach or incident involving NCDHHS Data.

If the County experiences a security breach involving NCDHHS Data, the County will be responsible for providing notification to all affected persons. The County will collaborate and cooperate with the NCDHHS Office of Privacy and Security regarding the content and timing of notification prior to providing the notification. Any and all expenses incurred as a result of any suspected or confirmed security breach involving NCDHHS Data will be the responsibility of the County.

7. CONTACTS

The Parties mutually agree that the following named individuals will be designated as points of contact for the MOA on behalf of the Agency and the County:

For NCDHHS:

<p>Pyreddy Reddy Chief Information Security officer N.C. DHHS Privacy and Security Office 695 Palmer Drive Raleigh, NC 27605 Phone: (919) 855-3090 Fax: (919) 733-1524 Email: pyreddy.reddy@dhhs.nc.gov</p>	
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For County:

<p>Charles P Lycett Director-Division of Social Services PO Box 669 Manteo, North Carolina 27954 252-475-5526 lycettc@darenc.gov</p>	
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The Parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

8. LIABILITY AND INDEMNIFICATION

Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina or the assumption by the State of any liability contrary to the laws and statutes of North Carolina. Each Party shall be responsible for its own liabilities and neither Party shall seek indemnification from the other.

This MOA shall inure to the benefit of and be binding upon the Parties hereto and their respective successors in the event of governmental reorganization pursuant to N.C.G.S. § 143A-6 or other authority.

9. MONITORING AND AUDITING

The IRS, SSA, any other federal agency or the Agency, with advance notice, shall have the right to send its officers and employees into the offices and facilities of the County for inspection of the County's facilities to ensure that adequate safeguards and security measures have been maintained as required by this MOA. Key areas to be inspected include record keeping, secure storage, limited access, disposal, and computer security systems such as those described in IRS Publication 1075. The County and the Agency will work together to correct any deficiencies identified during any internal inspection. The Agency may opt to utilize the County representatives for compliance validation.

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and other applicable laws or regulations.

The NC DHHS Privacy and Security Office will conduct privacy and security assessments based on NIST Standards, Federal, State and DHHS Privacy and security requirements,

10. DURATION OF AGREEMENT AND MODIFICATION

This MOA is effective on January 1, 2024, and shall continue for an initial term of 18 months following the effective date, through and including June 30, 2026, after which it will be renewed automatically for up to two additional one-year terms, unless either party provides prior written notice to the other party of its intent not to renew the MOA within 90 days prior to the end of the current term.

The Parties shall review this MOA as deemed necessary by the Agency, or upon the written request of either the Agency or the County to the other party, or whenever a State or Federal statute is enacted that material affects the substance of this MOA, in order to determine whether it should be revised or renewed, as applicable.

Notwithstanding all other provisions of this MOA, the Parties agree that this MOA may be amended at any time by written mutual consent of both Parties.

11. GOVERNING LAW

The validity of this MOA and any of its terms or provisions, as well as the rights and duties of the parties to this MOA, are governed by the laws of North Carolina. The place of this MOA and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

12. OTHER PROVISIONS/SEVERABILITY

Nothing in this MOA is intended to conflict with current federal or state laws or regulations, or any governing policies of the County or the Agency. If any term of this MOA is found by any

court or other legal authority, or is agreed by the Parties to be in conflict with any law or regulation governing its subject, the conflicting term shall be considered null and void. The remaining terms and conditions of this MOA shall remain in full force and effect.

13. ENTIRE AGREEMENT

This MOA and any amendments hereto and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral and written statements or agreements.

14. TERMINATION

The Parties may terminate this MOA at any time upon mutual written agreement. In addition, either party may terminate this MOA upon 90 days' advance written notice to the other party. Such unilateral termination will be effective 90 days after the date of the notice or at a later date specified in the notice. In the event this MOA is terminated unilaterally by the County, the Agency will suspend the flow of NCDHHS Data to the County until a superseding written agreement is executed by the Parties.

The Agency may immediately and unilaterally suspend the flow of NCDHHS Data to the County under this MOA, or terminate this MOA, if the Agency, in its sole discretion, determines that the County (including its employees, contractors and agents) has: (i) made an unauthorized use or disclosure of NCDHHS Data; (ii) provided unauthorized access to NCDHHS Information Systems; or (iii) violated or failed to follow the terms and conditions of this MOA.



Board Appointments

Description

The following Boards have appointments or actions this month:

1. College of the Albemarle Board of Trustees
2. Dare County Waterways Commission
3. Extra Territorial Jurisdiction District- Town of Southern Shores
4. Fessenden Center Advisory Council
5. Hatteras Community Center Board
6. Juvenile Crime Prevention Council
7. Manns Habor Community Center Board
8. Roanoke Island Community Center Board
9. Rodanthe, Waves, Salvo Community Center Board

10. Upcoming Board Appointments

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



College of the Albemarle Board of Trustees

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

June 2024

BOARD APPOINTMENT

COLLEGE OF THE ALBEMARLE

BOARD OF TRUSTEES

(DARE COUNTY COMMISSIONER REPRESENTATIVE)

(Four Year Term)

Robert "Bob" Woodard, Sr. wishes to be reappointed.

(Current term 6/20-6/24)

Applications on file:

John Windley

Other Members:

See attached list

COLLEGE OF THE ALBEMARLE
BOARD OF TRUSTEES

DARE COUNTY COMMISSIONER REPRESENTATIVES
(Four Year Term)

The Board of Trustees is the governing body of the College. Trustee responsibilities include making legal and financial decisions and approving the organization's mission, strategic goals, and objectives.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Bob Woodard, Sr. P.O. Box 1000 Manteo, NC 27954 Woodard@darenc.gov 252-473-8240 - cell	6-30-2024	Apptd. 2/17 Reapptd. 6/20
David Reide Corbett 1403 Harpoon Court Kill Devil Hills, NC 27948 corbettd@ecu.edu 252-341-8310 – home 252-475-5428 – business	6-30-2025	Apptd. 6-17 Reapptd. 5/21

NOTES

Contact: Valerie Mueller, Executive Assistant to the President, COA
valerie_mueller50@albemarle.edu
252-335-0821 ext 2262

Bill introduced to extend terms appointed in 1987 to five years. All other terms will be for four years. Received this information from Parker Chesson on May 1, 1987. (letter)

- 01/93 - Chris Seawell appointed to fill unexpired term of Louise Dollard.
- 09/96 - Geneva H. Perry appointed to fill unexpired term of Robert Williams.
- 11/99 - Richard Johnson appointed to fill unexpired term of Geneva H. Perry who resigned.
- 06/06 - Fletcher Willey appointed to fill unexpired term of Chris Seawell.
- 06/11 - Jack Shea appointed to fill unexpired term of Richard Johnson.
- 12/11 - Warren Judge appointed to fill unexpired term of Richard Johnson (Jack Shea was appointed but never took the position.)
- 02/17 - Chairman Bob Woodard was appointed due to the passing of Commissioner Warren Judge.
- 06/17 - David Reide Corbett replaced Fletcher Willey
- 06/20 Chairman Woodard reappointed for another term
- 05/21 David Reide Corbett reappointed for another term

REVISED 5/21



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice A.B.C. Board
2nd Choice Tourism Board
3rd Choice College of the Albemarle Board of Trustees
Name John
Address Windley
City/State/Zip 27948
Email john4kdh@gmail.com
Personal Phone 2529024345
Business Phone 2529024345

Business Address

Occupation Operations Director

Dare County Resident YES
 NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background BS of Criminal Justice, ECU

Business and civic experience and skills Mayor of Kill Devil Hills

Other boards, Committees, Commissions on which you presently serve Mayor of Kill Devil Hills

REFERENCE #1

Name N/a
Business N/a
Address N/a
Phone 2529024345

REFERENCE #2

Name N/a

Business N/a

Address

Phone N/a

REFERENCE #3


Name N/a

Business

Address

Phone N/a

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

A handwritten signature in black ink on a light gray rectangular background. The signature is stylized, starting with a curved line that goes down and then up, followed by a vertical line that ends in a hook.

Date 12/19/2023



Dare County Waterways Commission

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

June, 2024

DARE COUNTY WATERWAYS COMMISSION

(Two Year Term)

This commission promotes the Oregon Inlet Jetty Project, the Hatteras Inlet Project and oversees County dredging projects and waterways related issues.

The following members have terms expiring this month:

Steve Coulter

Danny Couch

Ernie Foster

Natalie Kavanagh

They all wish to be reappointed.

Other Members:
See attached list

DARE COUNTY WATERWAYS COMMISSION

(Two Year Term)

This Commission oversees County dredging projects and waterways related issues.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Danny Couch P.O. Box 1001 Buxton, NC 27920 995-5671 (H) 216-7383 (Cell) dannyc@darenc.gov	6-24	Apptd. 1/17 Reapptd. 6/18; 6/20; 5/22
Ernie Foster P.O. Box 120 Hatteras, NC 27943 986-2515 (H)	6-24	Apptd. 2/08 Reapptd. 6/08,10,12,14 6/16,18, 20, 5/22
Michael Flynn PO Box 276 Wanchese, NC 27981 609-462-4739 (H) 252-473-1607 (W) michaelf@nc coast.org	6-25	Apptd. 3/19 Reapptd. 6/19, 21
Natalie Perry Kavanagh P.O. Box 598 Frisco, NC 27936 252-996-0551 (H) 252-995-5366 (W) nataliesusanperry@hotmail.com	6-24	Apptd. 6/18 Reapptd. 6/20, 5/22, 5/23
Kenneth "KP" Scott III P.O. Box 361 Hatteras, NC 27943 252-986-2877 (H) 252-986-2365 natandkp@icloud.com	6-25	Apptd. 7/21 Reapptd. 5/23
John K. Berquist 105 Mariners View Kitty Hawk, NC 27949 252-455-2707 john@drumbeatfishing.com	6-25	Apptd. 6/23
Steve Coulter, Chairman P.O. Box 189 Hatteras, NC 27943 995-4832 (H) fish@seacreature.net	6-24	Apptd. 3/16 Reapptd. 8; 20, 22

NOTES:

MEETING INFO: Monthly, odd months in Manteo, even months in Buxton.

CONTACT INFO: Steve Coulter, Chairman - Barton Grover, DCWC Clerk

MEMBERS COMPENSATED: Members - \$50 per meeting
Chairman - \$75 per meeting

Robert Williams replaced Jim Bunch 6/91; Wayne Gray replaced John Blair 7/92.
Barry Martin replaced Harry Schiffman 6/93; Ephraim O'Neal replaced Chris Costenbader 6/94.
Floyd L. Basnight appointed to fill term of H.O. Golden 8/96.
Billy Carl Tillett replaced Wayne Gray 8/96.
Richard Johnson appointed to fill term of the late Robert Williams 1/97.
Moon Tillett appointed chairman 1/97; Ron Tillett appointed to fill term of Richard Perkins 4/97.
DCBC appointed Moon Tillett as Chairman, Glen Miller as Vice Chairman 6/97.
Michael Davenport replaced Barry Martin 6/98; Ervin Farrow III replaced Glenn Miller 6/01.
Lee Tugwell filled term of Moon Tillett 10/04.
Warren Judge apptd. to fill term of Richard Johnson 6/05.
Allen Burrus apptd. to fill unexpired term of Warren Judge 1/07.
Robin Mann replaced Lee Tugwell and David May replaced Jerald Craddock 6/07.
Ernie Foster filled unexpired term of Ephraim O'Neal 2/08.
Jed Dixon replaced Robin Mann 12/11 (for term 6/11-6/13).
Jim Tobin filled unexpired term of Richard Johnson 6/13.
Danny Couch filled unexpired term of Jed Dixon 4/16; Holly White replaced Jim Tobin 6/16.
Ronald Lowe appointed to replace Holly White who moved out of area 8/16.
Dan Oden appointed to fill unexpired term of Arvin Midgett 8/16.

OIWC membership was reduced to 9 members 6/3/02 (consent agenda)
DCBC relinquished responsibility of appointing chairman and vice chairman to the OIWC effective 9/17/02.

OIWC membership reduced to 7 members 6/03.
DCBC added another member (Steve Coulter) for a two-year term ending 6/18. (3/16)
*****Name changed to Dare County Waterways Commission 8/15/16*****

At the DCBC meeting on 1/3/17, Commissioner Danny Couch was moved from the At Large seat to the Commissioner's seat. The At Large seat is vacant until an appointment by the DCBOC.
Chuck Earley was appointed to fill at large seat 6/17; Chuck Earley resigned 1/18
Natalie Perry Kavanagh replaced Ronald Lowe 6/18

Chairman Woodard noted that with the previous resignation of Charles Earley, the Waterways Commission is back to its proper composition of seven members 6/18

Michael Flynn filled unexpired term of David May who resigned 3/19
Kermit W. Skinner, Jr. appointed to fill unexpired term of Fletcher Willey who resigned 7/19
Kenneth "KP" Scott, III appointed to replace Dan Oden 7/21
Danny Couch, Ernie Foster, Natalie Perry Kavanagh, & Steve Coulter were reappointed. 5/22
Michael Flynn and KP Scott were reappointed. Kermit W. Skinner, Jr. resigned 5/23
John K. Berquist appointed to replace Kermit W. Skinner, Jr. 6/23

6/23



*Extra Territorial Jurisdiction (ETJ) District
Town of Southern Shores*

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

June, 2024

BOARD APPOINTMENT

EXTRA TERRITORIAL JURISDICTION (ETJ) DISTRICT

(Three Year Term)

(Town of Southern Shores)

The following term expires this month:

John Finelli

(Current Term 6/21– 6/24)

(Originally Apptd. 7/09)

Mr. Finelli would like to be reappointed.

No other applications have been received.

EXTRA TERRITORIAL JURISDICTION (ETJ) DISTRICT

(Three Year Term)
(Town of Southern Shores)

MEMBER

TERM EXPIRATION

ACTION

John Finelli
P.O. Box 555
Kitty Hawk, NC 27949
261-8786

6/24

Apptd. 6/12
Reapptd. 6/15, 6/18
5/21

Notes:

Ed Overton replaced Kathy Halloran 6/06.
John Finelli replaced Ed Overton 6/12.

Revised 5/21



Fessenden Center Advisory Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

June, 2024

FESSENDEN CENTER ADVISORY BOARD

This Advisory Board establishes goals and policies to enhance the Fessenden Center operation and community outreach consistent with the goals, objectives and policies of Dare County. The overall objective is to develop procedures and operations that improve the quality of life through interaction of all age groups on Hatteras Island.

The following individuals have terms expiring in June:

Kenneth Brite

Robyn (Hali) Easley

John Griffin

Brian Jones

Kenneth Brite, John Griffin, and Brian Jones all wish to be reappointed.

Robyn (Hali) Easley does not wish to be reappointed.

(There are no applications on file.)

Other Members:
See attached list

FESSENDEN CENTER ADVISORY BOARD

(Four Year Term)

This Advisory Board establishes goals and policies to enhance the Fessenden Center operation and community outreach consistent with the goals, objectives, and policies of Dare County. The overall objective is to develop procedures and operations that improve the quality of life through interaction of all age groups on Hatteras Island.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Kenneth Brite P.O. Box 95 Avon, NC 27915 252-996-0432 kbrite@msn.com (Rodanthe area)	6-24	Apptd. 2/17; Reapptd. 6/20
Wendi Munden 46080 Diamond Shoals Dr. Buxton, NC 27920 252-305-0090 wendipalm@gmail.com (Buxton area)	6-26	Apptd. 6/22
Brian Jones 27097 4 th Street Salvo, NC 27972 252-256-3387 mailto:brianjonesson@gmail.com (Salvo area)	6-24	Apptd. 7/23
Marcie Shoemaker P.O. Box 161 Buxton, NC 27920 252-995-5799 (H) 252-996-0581 (O) budnmar@earthlink.net (Buxton area)	6-26	Apptd. 2/16 Reapptd. 6/1; 5/22
Robyn (Hali) Easley P.O. Box 613 Hatteras, NC 27943 Cell 252-996-0043 Business 252-986-2154 Rustygirl2007@aol.com (Hatteras area)	6-24	Apptd. 6/18 Reapptd. 6/16; 6/20
Forrest Paddock P.O. Box 534 Buxton, NC 27920 252-216-7856 fgpaddock@outlook.com (Frisco area)	6-26	Apptd. 2/17 Reapptd. 6/18; 5/22

Edward J. O'Brien, Jr. 41193 Carronade Ct., P.O. Box 805 Avon, NC 27915 Edobrien41193@gmail.com 610-842-9065 (Avon area)	10-25	Apptd. 10/21
Jennifer Cromwell 47220-Crossway Dr., Box 162 Buxton, NC 27920 252-489-8215 hivinylgraphics@gmail.com (At Large)	06/26	Apptd. 6/22
Megan Vayette 47520 Lost Tree Tr., Box 1257 Buxton, NC 27920 252-216-7176 mvayette@gmail.com (At Large)	10/25	Apptd., 10/21
James Richard Kenner P.O. Box 1044 47106 Middle Ridge Trail Buxton, NC 27920 252-216-5427 richk@chec.coop (At Large)	6-26	Apptd. 6/19 Reapptd: 5/22
John Griffin P.O. Box 382 Rodanthe, NC 27968 252-423-8107 griffjt44@gmail.com (At Large)	6-24	Apptd. 7/10 Reapptd. 7/12,16 6/20
Danny Couch 47297 Dippin Vat Road P.O. Box 1001 Buxton, NC 27920 dannyc@darenc.gov 252-216-7383 (Commissioner Appointee)	6-26	Apptd. 6/17 Reapptd. 6/18; 5/22

MEETING DATE: Quarterly, Fessenden Center

NOTE: Chairman Bobby Owens appointed to serve at the pleasure of the Board as long as he is serving as a county commissioner.

3/97 Apptd. USCG Representative to seat on the Board. Though apptd. 3/97, term will expire 6/98 to be consistent with other appointments.

10/97 - Commissioner Mac Midgett replaced Bobby Owens.

3/99 - George Volsky apptd. to fill term of Bill Barley, Kathy Kiddy apptd. to fill term of Tom Barclay.

5/99 - Jinny McBride apptd. to fill unexpired term of Jackie Leeling.

9/00 - Rev. Holt Clarke fill unexpired term of Rev. Jim Huskins and Commissioner John Robert Hooper appointed to replace Mac Midgett.

- 5/02 - Michelle Edwards appointed to fill unexpired term of Jenny Hooper.
- 6/04 - Heidi Blackwood to fill term of George Volsky and Charles Moseley to fill term of Holt Clarke
- 6/04 - Matt Caviness apptd. to fill expired term of Dave Umberger.
- 6/04 - Susan Gray to fill term of Michelle Edwards & Jennifer Kingery apptd. to fill term of Jane Oden.
- 1/05 - Commissioner Mac Midgett replaced John Robert Hooper.
- 3/06 - Allen Burrus replaced the late Mac Midgett.
- 6/06 - Jack Painter replaced John Leatherwood.
- 11/08 - Steve Jennette filled unexpired term of Ken Wenberg.
- 2/09 - Rev. Cory B. Oliver filled unexpired term of Rev. Charles Moseley.
- 6/09 - Cheryl Austin filled term of Kathy Kiddy and Danny Couch filled term of Jennifer Kingery.
- 7/10 - John Griffin filled unexpired term of Ormond Fuller.
- 7/12 - Mary Ellen D. Balance replaced Danny Couch.
- 3/14 - Laura Fiscus filled term of Cheryl Austin and Sonny Quidley filled term of Susan Gray.
- 2/16 - Marcie Shoemaker filled unexpired term of Heidi Blackwood.
- 2/17 - Kenneth Brite filled term of Laura Fiscus & Keith Durham filled term of Sonny Quidley.
- 2/17 - Forrest Paddock filled unexpired term of Jack Painter.
- 6/17 - Danny Couch appointed to replace Allen Burrus
- 2/18 - Louise Rossiter passed away
- 6/18 - Robyn (Hali) Easley filled unexpired term of Mary Ellen Balance
- 6/19 - James Kenner filled At-Large vacancy caused by death of Louise Rossiter
- 2/22 - Steven Jennette passed away and William Lengyel resigned
- 5/22 - Forrest Paddock, Marcie Shoemaker, James Kenner, & Danny Couch were all reappointed.
- 6/22 - Wendi Munden appointed.
- 6/22 - Jennifer Cromwell appointed.
- 5/23 - Keith Durham (Salvo area member) removed for attendance policy.
- 7/23 - Brian Jones appointed to complete Durham's term

REV. 07/23



Hatteras Community Center

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

June 2024

HATTERAS COMMUNITY CENTER BOARD

(Two Year Term)

The following terms expire June 2024:

Rom Whitaker

Laura Young

BOTH WISH TO BE REAPPOINTED FOR ANOTHER TERM

Applications on file:

Karla Scarborough Jarvis

Other Members:

See attached list

HATTERAS COMMUNITY CENTER
(Two Year Term)

This board operates and maintains the Hatteras Community Center.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
George Banks P.O. Box 367 Hatteras, NC 27943 986-2709 (H) 475-0297 (Cell)	6-25	Apptd. 6/97 Reapptd. 6/17, 6/19 5/21; 6/23
Dennis Robinson P.O. Box 62 Hatteras, NC 27943 475-4388 (H) 986-6335 (O)	6-25	Appt. 6/15 Reapptd. 6/17, 6/19 5/21; 6/23
Laura C. Young P.O. Box 573 Hatteras, NC 27943 986-2568 (H) 986-2398 (W) Youngs_research@yahoo.com	6-24	Apptd. 6/18 Reapptd. 6/20, 5/22
Jeff Oden P.O. Box 374 Hatteras, NC 27943 slshcrkwtrwks@aol.com	6-25	Apptd. 3/21 Reapptd. 5/21; 6/23
Rom Whitaker P.O. Box 151 Hatteras, NC 27943 986-1032	6-24	Apptd. 3/03 Reapptd. 7/04,06,08,10, 12,14,16,18, 5/22

NOTES:

Meeting Date: 3rd Wednesday, each month - Board 7:30 p.m.
General meeting quarterly – July 8:30 p.m.

Richard A. Midgett replaced Gary Austin 6/93.
Raymond Willis replaced Belinda Willis 7/95.
Ricki Shepherd appointed to fill unexpired term of Cora Simmons 10/96.
Shanklin Peele Jr. appointed to fill unexpired term of Bert Austin 1/97.
Ernie Foster, Jr. replaced Raymond Willis 6/97.
Rom Whitaker appointed to fill unexpired term of Shanklin Peele Jr. 3/03.
Richard Midgett apptd. for one year 6/03 in order to stagger terms.
George Banks and Dennis Robinson replaced Ernie Foster, Jr. and Geraldine Farrow 6/15.
Laura Young replaced Richard Midgett 6/18
Jeff Oden replaced Ricki Shepherd to serve unexpired term 3/21
George Banks, Dennis Robinson & Jeff Ogden reappointed for another term on 5/21.
Rom Whitaker & Laura C. Young were reappointed. 05/22
George Banks, Dennis Robinson and Jeff Oden reappointed 6/23

REVISED 6/23



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Hatteras Community Center Board

2nd Choice

3rd Choice

Name Karla Scarborough Jarvis

Address PO Box 24

City/State/Zip Hatteras, NC 27943

Email criskait@embarqmail.com

Personal Phone (252)475-0030

Business Phone

Business Address

Occupation School counselor

Dare County YES

Resident NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background I received my undergraduate in elementary education and as a reading specialist in 1987 from ECU. Since then, I have become certified in English as a Second Language from NC State and grades 8-12 in English and Literature. In 2011, I earned my MS and Ed.S in Counseling from ECU.

Business and civic experience and skills I have been a business owner, retail, and manager at several different locations on the island. I have served on the Hatteras Village Civic board for 21 years and am the current president, serving in that capacity for almost 5 years. In my tenure, I have created and implemented many new projects, including the Hatteras Village Waterfowl Festival, our Halloween Haunted Trail, and recently Seafood Under the Stars, promoting locally sourced seafood.

Other boards, Committees, Commissions on which you presently serve Hatteras Village Civic Board of Directors, president

REFERENCE #1

Name Kate Sutherland

Business Stormy Petrel Charters

Address 58848 Marina Way

Phone (252)473-9163

REFERENCE #2

Name See Callahan

Business Hatteras Marlin Club

Address 57174 Saxon Drive

Phone (252)986-2454

REFERENCE #3

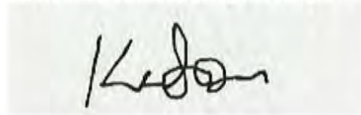
Name Belinda Willis

Business Lee Robinson General Store

Address 58372 NC-12, Hatteras, NC 27843

Phone (252)986-2381

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

A handwritten signature in black ink, appearing to read "Belinda Willis", is written on a light gray rectangular background.

Date 10/27/2021



Juvenile Crime Prevention Council

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

June, 2024

JUVENILE CRIME PREVENTION COUNCIL

(Two Year Term)

As outlined and funded by the Juvenile Justice Reform Act of 1998, the Juvenile Crime Prevention Council assumes responsibility for assessing needs, funding community-based alternatives for troubled youth who enter the courts, and supporting prevention programs.

The following individual's terms are expiring in June 2024:

Jennifer Smith

Spencer Gregory

Melinda Mogowski

Marsha Riibner-Cady

Stephen Wescott

Jennifer Alexander, Spencer Gregory, Marsha Riibner-Cady, & Stephen Wescott all wish to be reappointed. Melinda Mogowski does not wish to be reappointed.

Vance Haskett, former Town of Manteo Police Chief retired on October 31st, 2023. Brad Eilert who is the new Town of Manteo Police Chief recommends Anthony Corbin to fill that seat.

Jennifer Smith who fills the position of "Member of the Business Community" will move to fill Melinda Mogowski's seat as "Therapist"

Marsha Riibner Cady who fills the "At-Large" Seat will move to fill the "Member of Business Community Seat"

The JCPC recommends Steve Vanover be appointed to the vacant "At-Large" Seat

(Applications follow from Susan Bothwell, Shunia Burruss, George Carver, Anthony Corbin, Kathryn Fagan, Amber Nibe, Jennifer Reardon, Steven Vanover, and Robin Vermillion)

Other Members: See attached list

JUVENILE CRIME PREVENTION COUNCIL
(Two Year Term)

**As outlined and funded by the Juvenile Justice Reform Act of 1998,
the Juvenile Crime Prevention Council assumes responsibility for assessing
needs, funding community-based alternatives for troubled youth who enter
the courts, and supporting prevention programs.**

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Robert Trivette P.O. Box 888 Kitty Hawk, NC 27949 261-9727 (H), 305-3739 (W) (District Court Judge/Co. Comm. Appt.)	6/25	Apptd. 1/12 Reapptd. 6/13,15,17,19, 21, 23
Robin Vermillion 120 Dot Sears Dr. Grandy, NC 27939 252-489-9323 vermillionro@daretolearn.org (School Supt. or designee)	6/25	Apptd. 10/23 (to fill unexpired term)
Vance Haskett P.O. Box 246 Manteo, NC 27954 252-473-2069 (Police Chief or designee)	6/25	Apptd. 1/08 Reapptd. 7/09,11,13,15, 17, 19, 21, 23
Gail Hutchison 6115 Hwy 64 Manns Harbor, NC 27953 252-216-8337 (Local Sheriff or designee)	6/25	Apptd. 6/13 Reapptd. 6/15,17,19,21 23
Amber Younce 205 E. Archdale Street Kill Devil Hills, NC 27849 252-475-5267 (Asst. Dist. Atty. or designee)	5/25	Apptd. 3/22 Reapptd. 4/23
Eva Anderson 209 Run Swamp Rd. Camden, NC 27921 252-331-9211 / 252-562-9421 eva.anderson@ncdps.gov (Chief Court Counselor or designee)	10/25	Apptd. 10/23
Stephanie Webb 3808 Palmer Drive, Unit A Greenville, NC 27858 336-935-6613 (Director AMH/DD/SA or designee)	6/25	Apptd. 3/22 Reapptd. 4/23
Shannon T. Glaser, Treas. 706 Canal Drive	10/25	Apptd. 10/19 Reapptd. 9/21, 10/23

Kill Devil Hills, NC 27948
252-475-5753 (W)
(County Manager or designee)

Melinda Mogowski 6/24 Apptd. 1/99
P.O. Box 3707 Reapptd. 1/01,03,
Kill Devil Hills, NC 27948 10/04,06,08, 6/10
252-441-3536 12, 14, 16, 18, 20, 22
(Substance Abuse Professional)

Stephen Wescott 6/24 Apptd. 11/11
P.O. Box 2148 Reapptd. 6/12,14,16
Manteo, NC 27954 6/18, 20, 22
252-216-6358
(Member of Faith Community)

Steve House 6/25 Apptd. 6/17
288 N. Dogwood Trail, PO Box 1093 Reapptd. 6/19, 21, 23
Southern Shores, NC 27949
216-8985 (C); 305-9258 (H)
steve.house@darenc.gov
(County Commissioner)

Vacant
(Juvenile Defense Attorney)

Martin Dalton 12/25 Apptd. 12/23
197 Watersedge Dr.
Kill Devil Hills, NC 27948
s.martindalton@gmail.com
704-813-1567

Jennifer Smith 6/24 Apptd. 1/19
116 Tall Pines Court Reapptd. 6/20, 6/22
Kill Devil Hills, NC 27948
252-202-2777
jnicolealexander@yahoo.com
(Member of Business Community)

Maddox Cromwell 1/25 Apptd. 12/22
47220 Crossway Drive
Buxton, NC 27920
24cromwell09@daretolearn.org
(Student Representative)

Jamie Koch 4/26 Apptd. 04/21
1712 Virginia Ave Reapptd. 9/21, 10/23(to
Kill Devil Hills, NC 27948 fill unexpired term), 4/24
252-339-3516
(Non-profit)

Sara Sampson 6/25 Apptd. 6/21
534 Ananias Dare St Reapptd., 4/23
Manteo, NC 27954
252-256-2073
(At Large)

Shelia Davies P.O. Box 669 Manteo, NC 27954 252-475-5500 sheila.davies@darenc.gov (Director-Health & Human Services)	6/25	Apptd. 1/03 Reapptd. 04,05,07,09 09,11,13,15,17,19, 21
Katherine Irby P.O. Box 1000 Manteo, NC 27954 252-473-4290 (4-H/SOS-At Large)	6/25	Apptd. 1/03 Reapptd. 10/04,05,07 09,11,13,15, 17,19, 21 23
Marcus Hester-Smith 935 Hwy 64/264 Manteo, NC 27954 252-489-0838(H) 252-473-4800(B) Hestersmithobx@gmail.com (At Large)	6/25	Apptd. 6/19 Reapptd. 6/21, 23
Spencer Gregory P.O. Box 1000 Manteo, NC 27954 252-305-3227 (H) 252-475-5916 (W) spencer@darenc.gov (Director, Parks & Rec.)	6/24	Apptd. 12/23 Filling Tim White's Unexpired Term
Paul William Pollock 129 Swanview Drive Kill Devil Hills, NC 27954 252-475-4772 (At Large)	10/25	Apptd., 10/21 Reappt., 10/23
Lora M. Gilreath 102 Town Hall Dr., P.O. Box 1605 Kill Devil Hills, NC 27948 (At Large)	10/25	Apptd., 10/21 Reapptd. 10/23
Marsha Riibner-Cady 103 Weir Point Drive Manteo, NC 27954 252-473-3094 (At Large)	6/24	Apptd. 6/10 Reapptd. 6/12,14,16 6/18, 20, 22
Jennifer Wooten 505 Dora Drive Manteo, NC 27954 252-475-5754 j.m.wooten@charter.net (Person under 21, or a member of the public representing the interests of families of at-risk juveniles)	4/25	Apptd. 5/23

NOTES:**MEETING INFO. - 2nd Tues. each month at 12:30 p.m., Rm. 238, Admin. Bldg.****CONTACT INFO:** Shannon Glaser, Friends of Youth**MEMBERS COMPENSATED:** No

Doug Oberbeck replaced Dave Cheesman 7/07.
Tom Waite replaced Tim Hill, Jane Midgett replaced Betty Selby 7/07.
Renee Welch replaced Amy Wells and Richard Martin replaced DuWayne Gibbs 7/07.
Katie Lee and Kasey Rollinson filled vacant youth rep. positions 11/07.
Vance Haskett appointed to fill unexpired term of Francis D'Ambra 1/08.
Winfield Bevins replaced Jim Southern and Tim White replaced Cliff Ogburn 6/08.
Sarah Massey filled unexpired term of Tom Waite 10/08.
Tom Williamson filled term of Jane Midgett and Melinda Maher filled term of Renee Welch 12/08.
Sara Gist filled vacant at large student rep 12/08.
Richard Martin replaced Nancy Griffin and Jennifer Karpowicz replaced Kimberly Pellini 7/09.
Kevin Brunk filled unexpired term of Winfield Bevins 7/09.
Lora Vann filled unexpired Sarah Massey 11/09.
Lora Gilreath filled term of Cole Beasley and Marsha Ribner-Cady filled vacant at large seat 6/10.
Ron Bennett appointed to fill unexpired term of Eddie Lynch 1/11.
Tripp Hobbs replaced Richard Martin and Jeff Deringer replaced Doug Oberbeck 6/11.
Richard Martin replaced Edgar Barnes and Lynette Ford replaced Thomas Williamson 6/11.
Tony Gray replaced Melinda Maher 6/11.
Sheila Davies filled term of Tony Gray and Stephen Wescott filled term of Kevin Brunk 11/11.
Kara Rap filled unexpired term of Elise Quidley & Wes Rawles filled term of David Spruill 11/11.
Matthew Schofield filled unexpired term of Lynette Ford 6/12.
Natalie Evans filled term of Matthew Schofield & Malinda Lathan filled term of Shelia Davies 2/13.
Teresa Twyne filled unexpired term of Tripp Hobbs 10/13.
Bobbie Lowe filled unexpired term of Sarah Massey 4/14.
Adam Leggett filled Bobbie Lowe term & Margaret Umphlett filled term of Virginia Tillett 12/14.
Appointment for Health Depart. combined with appointment for Social Services, 2014.
Laura Twichell replaced Natalie Evans and Nancy Griffin replaced Lora Gilreath 6/15.
Alejandra Monica-Sanchez appointed to fill unexpired term of Austin Banks 11/15.
Joshua Tolson appointed to fill unexpired term of Abby Haywood 11/15.
John Gardner filled term of Ron Bennett and Keith Letchworth filled term of Adam Leggett 1/16.
Ryan Henderson filled vacant at large seat 1/16.
Michael Lewis filled unexpired term of Lynn Bryant 2/16.
LaQreshia Bates-Harley filled unexpired term of Sherri Ellington 6/16.
Lionel Robinson replaced Malinda Lathan and Steve House replaced Margaret Umphlett 6/17
Mollee Sinks appointed to fill unexpired term of Alejandra Monica-Sanchez 9/17
Josh Houston appointed to fill unexpired term of Joshua Tolson 11/17
Molly McGinnis appointed to fill unexpired term of Teresa Twyne 3/18
John Gardner did not want to be reappointed, his replacement was deferred to later 6/18
Edward Hall, Jr. filled unexpired term of LaQreshia Bates-Harley 6/18
Jennifer Alexander was appointed to fill the vacancy for member of the Business Community 1/19
Melanie Gonzalez appointed to fill the vacant student representative seat 1/19
Marcus Hester-Smith filled the At-Large seat held by Lionel Ray Robinson 6/19
Craig Albert appointed to fill the At-Large seat held by Ryan Henderson 6/19
Chelsea Artzt appointed to replace Melanie Gonzalez as student representative 6/19
Lara Cate Wright appointed as student representative and Bonnie Bennett retired 8/19
Richard J. Martin retired 9/19
Shannon Glaser replaced Bonnie Bennett and Todd Heineche replaced Richard J. Martin 10/19
Jamie Koch appointed to fill unexpired term of Todd Heineche 4/21
Nancy Griffin resigned & Sara Sampson apptd. to serve 6/21
Matt McGough apptd. to fill term of Molly McGinnis; Paul Pollock apptd. to serve At-Large position; Jennifer Bland resigned & Laura Twichell apptd. to serve; Lora Gilreath apptd. to serve At-Large position 10/21

Laura Twichell resigned & Amber Younce apptd., Keith Letchworth resigned and Stephanie Webb apptd. Heather Chavez appointed to fill "other non-profit" vacancy.

Marsha Riibner-Cady, Jennifer Alexander, Stephen Wescott, Time White, & Melinda Mogowski were all reappointed. 5/2022

Maddox Cromwell apptd. as student rep. and Stephanie Baker apptd. to fill term of Heather Chavez 12/22

Robert Trivette, Vance Haskett, Gail Hutchison, Amber Younce, Stephanie Webb, Steve House, Sara Sampson, Sheila Davies, Katherine Irby and Marcus Hester-Smith reappointed. Michael McGouch resigned and Amber Nibe appointed. Jennifer Wooten apptd. as a member of public to represent interests of families of at-risk juveniles. Ed Hall resigned. 5/1/23

-Paul Pollock, Lora Gilreath, & Shannon Glaser all reappointed. 10/23

Stephanie Baker & Amber Nibe resigned. Jamie Koch & Robin Vermillion to fill their unexpired terms. 10/23

Eva Anderson appointed to fill vacant Chief Court Council seat. 10/23

Martin Dalton appointed to fill Vacant At-Large seat (12/23)

Spencer Gregory appointed to fill Tim White's unexpired term. (12/23)

Jamie Koch was reappointed. (4/24)

REVISED 4/24



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Virginia S. Tillett Community Center Advisory Board

2nd Choice Juvenile Crime Prevention Council (JCPC)

3rd Choice Health and Human Services Board

Name Susan

Address PO Box 1833

City/State/Zip Nags Head, NC 27959

Email bothwell.sussn@gmail.com

Personal Phone 9196964873

Business Phone

Business Address

Occupation Board of Education

Dare County YES

Resident NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background Graduated from the University of California with a BA degree in English

Business and civic experience and skills I am currently on the Dare County Board of Education.
In previous years I spent much of my time in volunteer work- in schools, hospitals, auxiliaries.

Other boards, Committees, Commissions on which you presently serve On the BOE, I currently serve on the policy committee, Recruitment and Retention committee, the FacilitiesUse/Naming committee, and the DEF Fiundation committee.

REFERENCE #1

Name Rob Ross

Business Dare County Commissioner

Address PO Box 1032, Nags Head, NC 27959

Phone 6128047495

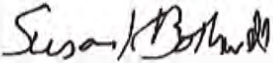
REFERENCE #2

Name Steve Bassnight
Business Dare County School Superintendant
Address Bassnightst@daretolearn.org
Phone 2524737316

REFERENCE #3

Name Linda Ledwith
Business
Address PO Box 335, Nags Head, NC 27959
Phone 6178746892

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.



Date 4/25/2024



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Tourism Board

2nd Choice Planning Board

3rd Choice Juvenile Crime Prevention Council (JCPC)

Name Shunia Burruss

Address 141 Bayberry Rd

City/State/Zip 27948

Email snburruss28@gmail.com

Personal Phone 8048407773

Business Phone

Business Address

Occupation Government Contractor - Executive Assistant

Dare County YES

Resident NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background I have a Bachelors in Political Science and a minor in Criminal Justice. I also have a certificate in User Design.

Business and civic experience and skills My work experience has consisted of working in public service positions. I have in civilian law enforcement positions. I have gained experience in community resources, relationship building, administrative experience, and working with law enforcement personnel. During my time working in a women's correctional facility, I conducted workshops informing the women of resources available upon release.

Other boards, Committees, Commissions on which you presently serve I served as a volunteer with the KLM Scholarship Foundation in Richmond, VA for several years. From this experience I gained skills in fund raising, event planning, and non-profits. For 4 years I served as the President of my local alumni chapter and served on the schools Black Alumni Chapter for 2 years as the local area representative.

REFERENCE #1

Name Tiana Stathis

Business N/A

Address 309 Truxton Street, Kill Devil Hills, NC 27948

Phone 2404769516

REFERENCE #2

Name Sadé Garner
Business
Address 8909 Saint Landry Lane Spotsylvania VA 22553
Phone 8048781002

REFERENCE #3

Name Allie Osorio
Business
Address 2237 Eventide Drive N. Chesterfield VA 23236
Phone 8048739471

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

A handwritten signature in black ink, appearing to read "Allie Osorio", is written over a light gray rectangular background.

Date 2/22/2024



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Juvenile Crime Prevention Council (JCPC)

2nd Choice ABC Board

3rd Choice Library Board - East Albemarle Region

Name George Carver

Address PO Box 2545

City/State/Zip Manteo, NC 27954

Email domehomes3951@gmail.com

Personal Phone (252)564-5140

Business Phone

Business Address

Occupation Executive Director/Business Owner

Dare County Resident YES

NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background I completed my secondary education at Manteo High in 1998. I pursued higher education in computer science at North Carolina Central University from 1998 to 2000, and later continued my studies at Piedmont Community College. Additionally, I broadened my academic horizons by studying marine science at the College of the Albemarle. Apart from formal education, I engage in personal research on various subjects in science, economy, and

Business and civic experience and skills I possess diverse experiences in business, civic service and social justice activism. As a member of Manteo Rotary and "LOBX" Leadership OBX alumni, I demonstrate a commitment to community service, leadership and personal growth. I am also a founding member and Exe. Dir of "DMC" Dare Minority Coalition. Directed the largest non-violent demonstration against police brutality to George Floyd. My passion for activism, advocacy and event coordination

Other boards, Committees, Commissions on which you presently serve I am presently serving on multiple boards in diverse fields. As a member of Dare County Board of Transportation, I have worked towards improving transportation infrastructure and accessibility in the region. Additionally, as the Executive Dir. of "DMC" Dare Minority Coalition Inc. I lead an org. that strives to empower and uplift marginalized communities. CEO/Founder of Georges Dome Homes Inc. specializes in innovative and sustainable housing.

REFERENCE #1

Name Lavarn Brookes

Business Retired " Former Utility Billing Specialist for Dare County Water Dept.
Address Manteo, NC
Phone (252)305-4598

REFERENCE #2

Name David Shufflebarger
Business Senior partner "Alexander Hass" Member of Outer Banks Community Foundation
Address Kill Devil Hill, NC
Phone (404)451-0256

REFERENCE #3

Name Al Friedman
Business Real Estate broker "Sun Realty Real Estate"
Address Nags Head, NC
Phone (410)353-3927

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.



Date 2/15/2023



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Juvenile Crime Prevention Council (JCPC)

2nd Choice

3rd Choice

Name Anthony Judson Corbin

Address 115 Tanali Drive

City/State/Zip Manteo

Email acorbin@manteonc.gov

Personal Phone 2522166279

Business Phone 2524732069

Business Address 410 Ananias Dare St.

Occupation Lieutenant Manteo Police

Dare County YES

Resident NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational BS Western Carolina University

Background Working on a Master of PS at the University of Virginia

Business and civic Served on Macon County District 30 JCPC for 18 years
experience and skills

Other boards,
Committees,
Commissions on
which you presently
serve None

REFERENCE #1

Name Chief Brad Eilert

Business Manteo Police Department

Address 410 Ananias Dare St.

Phone 2523053486

REFERENCE #2

Name Investigator Doug Moore
Business Manteo Police Department
Address 410 Ananias Dare St.
Phone 2522166760

REFERENCE #3

Name Town Manger Melissa Dickerson
Business Town of Manteo
Address 410 Ananias Dare St.
Phone 2522166313

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Anthony

Date 4/17/2024



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Zoning Board of Adjustment - Dare County

2nd Choice Juvenile Crime Prevention Council (JCPC)

3rd Choice

Name Kathryn Fagan

Address 115 Airport Rd

City/State/Zip Manteo, NC 27954

Email kpfagan45@gmail.com

Personal Phone 2529470211

Business Phone

Business Address

Occupation Attorney

Dare County YES

Resident NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background Highest level of education: Juris Doctorate

Business and civic experience and skills 40 years practicing law in both civil and criminal law areas.
Several years on the Bd of Governors for the Elizabethan Gardens

Other boards, Committees, Commissions on which you presently serve I am not currently on any boards.

REFERENCE #1

Name Jennifer Smith (Alexander)

Business family counseling

Address Kitty Hawk, NC

Phone 252 202 2777

REFERENCE #2

Name Bob Woodard
Business Dare County Bd of Commissioners
Address
Phone 252 216 8240

REFERENCE #3

Name Kathleen Brehony
Business Clinical Psychologist
Address Manteo, NC
Phone 252 423 0693

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Kathryn P Fagan

Date 5/3/2024



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Advisory Board or Committee interested in:

1st choice: Juvenile Crime Prevention Council (JCPC)

2nd choice:

3rd choice:

Name: AMBER NIBE

Address: 405 TRUXTON ST

City/State/Zip: KILL DEVIL HILLS NC 27948

Email Address: nibeam@daretolearn.org

Telephone: Home: (910)591-6484 Business: (252)489-7707

Resident of Dare County: YES

Occupation: FAMILY LIAISON

Business Address: 405 TRUXTON ST

Educational background:

BA in psychology from Campbell University and an MED in school counseling from Campbell university.

Business and civic experience and skills:

I have worked in education since 1999 as a school counselor and a school social worker.

Other Boards/Committees/Commissions on which you presently serve:

Currently I work as a family liaison with DCS and in that position I serve on Dare Community Collaborative, Saving Lives Task Force, and the DCS Attendance Council

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	ASHLEY JACKSON
Business/Occupation	DARE COUNTY SCHOOLS
Address	3020 S WRIGHTSVILLE AVE NAGS HEAD
Telephone	(252)489-6644

Name	REIDA ROBERTS
Business/Occupation	DARE COUNTY SCHOOLS
Address	3020 S WRIGHTSVILLE AVE NAGS HEAD
Telephone	(252)489-8006



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name	L'TONYA MURRAY
Business/Occupation	DARE COUNTY SCHOOLS
Address	3020 S WRIGHTSVILLE AVE NAGS HEAD
Telephone	(252)423-1104

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Signature of applicant:

Amber Nide

Date: 3/15/2023



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Advisory Board or Committee interested in:

- 1st choice: Juvenile Crime Prevention Council (JCPC)
2nd choice: Jury Commission
3rd choice: Veterans Advisory Council

Name: JENNIFER REARDON

Address: 180 S DOGWOOD TRL

City/State/Zip: KITTY HAWK NC 27949

Email Address: jlynnereardon@gmail.com

Telephone: Home: (252)469-0692 Business:

Resident of Dare County: YES

Occupation: PRIOR US ARMY PARALEGAL

Business Address:

Educational background:

My bachelors education is in criminal justice from NC Wesleyan Univeristy in Rocky Mount, NC with heavy emphasis on leadership training and teaching

Business and civic experience and skills:

My business experience is in active duty and National Guard military justice as a criminal justice paralegal preparing documents for commanders, trial judges and courts-martials. I also served as a claims analyst in Iraq and an English language instructor with a heavy emphasis on cultural immersion with Romanian Air Force.

Other Boards/Committees/Commissions on which you presently serve:

I am not currently or actively serving on a board/Committee/Commission.

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	KELLI REARDON
Business/Occupation	CVS
Address	180 S DOGWOOD TRL KITTY HAWK NC 27949
Telephone	(252)883-8722



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name LISA JOHNSON
Business/Occupation
Address
Telephone (334)524-7090

Name JACQUE WADE
Business/Occupation
Address
Telephone (910)619-9809

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Signature of applicant:

Date: 5/2/2023



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Juvenile Crime Prevention Council (JCPC)

2nd Choice Health and Human Services Board

3rd Choice Game and Wildlife Commission

Name steven vanover

Address 100 Dunn St.

City/State/Zip Nags Head, NC 27959

Email steven@ob hotline.org

Personal Phone (828)490-5548

Business Phone (252)216-6323

Business Address

Occupation Human services

Dare County Resident YES

NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background Western Carolina, criminal Justice/ Psychology. B.L.E.T and numerous trainings in the law enforcement, and fire/rescue field. also worked with at risk youth thru Buncombe county school system [SRO]

Business and civic experience and skills worked with at risk youth in school system

Other boards, Committees, Commissions on which you presently serve LVA for Joint Task Force on HT

REFERENCE #1

Name Sgt. Brian Tucker

Business NCSHP

Address S.C

Phone (828)777-4049

REFERENCE #2

Name Jerry Leatherwood
Business Buncombe County Fire Marshal
Address Weaverville, NC
Phone (828)230-1159

REFERENCE #3

Name Reggie Ray
Business Deputy Sheriff
Address Weaverville, NC
Phone (828)216-1759

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Steven L Vanover

Date 10/10/2023



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Juvenile Crime Prevention Council (JCPC) ▼

2nd Choice ▼

3rd Choice ▼

Name Robin Vermillion

Address 120 Dot Sears Dr

City/State/Zip Grandy NC 27939

Email vermillionro@daretolearn.org

Personal Phone (252)489-9323

Business Phone (252)489-9323

Business Address 3020 Wrightsville Ave Nags Head NC 27959

Occupation Dare County School Social Worker

Dare County Resident YES

NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background Bachelors in Social Work

Business and civic experience and skills Currently employed as a School Social Worker in Dare County.

Other boards, Committees, Commissions on which you presently serve n/a

REFERENCE #1

Name L'Tanya Murray
Business Dare County School
Address 3020 Wrightsville Ave Nags Head NC 27959
Phone (252)449-7000

REFERENCE #2

Name Ashley Jackson
Business Dare County School
Address 3020 Wrightsville Ave Nags Head NC 27959
Phone (252)489-6644

REFERENCE #3

Name Jennifer Smith
Business Jen Smith Counseling

Address 110 W Woodhill Dr Nags Head NC 27959

Phone (252)216-4462

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Robin Vermillion

Date 8/29/2023

Comments

2000 characters left

Reviewed



Manns Harbor Community Center

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

June, 2024

MANN'S HARBOR COMMUNITY CENTER BOARD

(Two-Year Term)

The Manns Harbor Community Center Board manages and is responsible for upgrading of the community building.

The following terms expire in June, 2024:

Clyde Gard

Bonny Sawyer

They would both like to be reappointed for another term.

There are no applications on file.

Other Members:
See attached list

MANNS HARBOR COMMUNITY CENTER

(Two Year Term)

This Board operates and maintains the community center facility and amenities for the use and benefit of Manns Harbor residents.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Jennifer Gilbert 7818 Shipyard Road Manns Harbor, NC 27953 252-207-3608 Jlovn1979@yahoo.com	6-25	Apptd. 6/19 Reaptd. 6/21, 23
Bett Beasley P.O. Box 56 Manns Harbor, NC 27953 473-3217	6-25	Apptd. 8/11 Reaptd. 6/13,15,17, 19,21, 23
Clyde Gard P.O. Box 355 Manns Harbor, NC 27953 473-3228	6-24	Apptd. 2/00 Reaptd. 6/01, 04, 06 08,10,12,16,18 20, 22
Vickie Craddock, Pres. P.O. Box 159 Manns Harbor, NC 27953 252-423-1164 vecraddock@yahoo.com	6-25	Apptd. 1/99 Reaptd. 6/99, 6/01, 03,05,07,09,11 13,15,17,19,21 23
Bonny Sawyer 5902 Hwy 64 Manns Harbor, NC 27953 473-3038	6-24	Apptd. 6/99 Reaptd. 6/01, 6/04,06,08 10,12,14,16,18 6/20, 5/22

NOTES:

MEETING DATE: (Quarterly/Manns Harbor Community Center)

Richard Burke replaced Robin Gard 8/89.
W.R. Beasley replaced Edward White.
Lori Hux replaced Janet Craddock 7/91.
Crystal Mann replaced Bobby Beasley 9/93.
Joann Ball filled unexpired term of Debbie Tillett 4/95.
Timmy Midgett filled unexpired term of Richard Burke 4/95.
Rollins Tillett, Jr. filled unexpired term of Crystal Sidwell 10/97.
Darlene Craddock appointed to fill unexpired term of Darlene Gard 1/99.
Vickie Craddock appointed to fill unexpired term of Timmy Midgett 1/99.
Bonny Sawyer replaced Joann Ball 6/99
Dropped from 6 members to 5 members 6/99. *(Member dropped was Lori Ann Gibbs)
Clyde Gard appointed to fill unexpired term of Rollins Tillett, Jr. 2/00.
Rodney Ballance appointed to fill unexpired term of Darlene Craddock 8/01.
Clyde Gard and Bonny Sawyer's terms extended one year so members terms would be staggered.
Bett Beasley replaced Harry Mann 8/11.
Jennifer Gilbert filled the term of Rodney Ballance who died. 6/19
Clyde Gard and Bonny Sawyer were reappointed. 5/22
Jennifer Gilbert, Betty Beasley and Vicki Craddock reappointed. 7/23

REVISED 7/23

June, 2024

ROANOKE ISLAND COMMUNITY CENTER BOARD

(Two Year Term)

The following members have terms that expire this month:

Lynette Ford

Daniel Selby

Both members would like to be reappointed.

Applications on file:

Beulah Charity Ashby

Stacey Cheshire

Other Members:
See attached list



Roanoke Island Community Center

Description

See attached summary.

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

June, 2024

ROANOKE ISLAND COMMUNITY CENTER BOARD

(Two Year Term)

The following members have terms that expire this month:

Lynette Ford

Daniel Selby

Both members would like to be reappointed.

Applications on file:

Beulah Charity Ashby

Stacey Cheshire

Other Members:
See attached list

ROANOKE ISLAND COMMUNITY CENTER

(Two Year Term)

This Board operates and maintains the community center facility and amenities for the use and benefit of all members of the community.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Jonique Lee 1014 Burnside Rd. Manteo, NC 27954 216-6464 (C)	6-25	Apptd. 6/15 Reaptd. 17,19, 21, 23
Betty Selby P.O. Box 1485 Manteo, NC 27954 423-0958(C)	6-25	Apptd. 1/06 Reaptd. 6/07,09,11,13 15,17,19, 21, 23
Lynette Ford 104 Elsie Daniels Lane Manteo, NC 27954 305-5748 (H) lynettford5748@gmail.com	6-24	Apptd. 6/18 Reaptd. 6/20; 5/22
Daniel Selby, Ch. P.O. Box 1544 Manteo, NC 27954 216-8226	6-24	Apptd. 9/06 Reaptd.6/08,10,12 14,16,18,20; 5/22
Clarence Lewis 514 Sir Walter Raleigh Street Manteo, NC 27954 473-3151	6-25	Apptd. 6/18 Reaptd. 6/19, 21, 23

NOTES:

Meeting Date: 1st Weds. of each month, 6:00 pm at the RI Comm. Center
Betty Govan replaced Lemuel Anderson 8/91; Beulah Charity replaced Jerome Selby 6-93.
Wilford Wescott replaced Snooks Tillett 6/97; Arvilla Bowser replaced Wilford Wescott 6/99.
Earl W. Bryant replaced Betty Selby 9/01; Roland Bowser filled term of Earline Simmons 1/06.
Betty Selby filled unexpired term of Dell Collins 1/06.
Willie Brickhouse filled unexpired term of Arvilla Bowser 4/06.
Daniel Selby filled unexpired term of Earl Bryant 9/06.
Jonique Lee, Allen Moran & David Twiddy replaced Roland Bowser, Dorothy Tillett & Willie Brickhouse 6/15
Kelli Harmon filled unexpired term of John Daniels 7/15.
Willer Spencer replaced David Twiddy 6/17; Lynette Ford replaced Doris Creecy 6/18
Clarence Lewis filled unexpired term of Willer Spencer 6/18, reappointed 6/19
Jonique Lee, Betty Selby and Clarence Lewis reappointed 10/21
Lynette Ford & Daniel Selby were reappointed. 5/22
Jonique Lee, Betty Selby and Clarence Lewis reappointed 6/23

REVISED 06/23



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Older Adult Services Advisory Council
2nd Choice Roanoke Island Community Center Board

3rd Choice

Name Beulah Charity Ashby
Address 105 Jones Circle
City/State/Zip 27954
Email beulahashby67@gmail.com
Personal Phone (252)256-0987

Business Phone

Business Address

Occupation Retired and restaurant hostess

Dare County Resident YES
NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background Graduated from Manteo High School and received an associate degree from College of The Albemarle in business.

Business and civic experience and skills I have worked in business and finance as a career choice. I served on local PTA, member of COA alumni, served 9 years on OBX Hospital Board, OBX Food Pantry, Elizabethan Gardens, as well as many other boards and committees over the years.

Other boards, Committees, Commissions on which you presently serve Serving on the committee to bring and retain medical personnel to our county.

REFERENCE #1

Name Bobby Owens
Business Mayor for Town of Manteo
Address Manteo
Phone (252)256-0668

REFERENCE #2

Name Coquetta Brooks

Business

Address Manteo

Phone (252)305-4598

REFERENCE #3

Name Betty Selby

Business

Address Manteo

Phone (252)423-0958

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Betty Selby

Date 11/14/2022



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Roanoke Island Community Center Board

2nd Choice Library Board - Dare

3rd Choice

Name Stacey Cheshire

Address 322 Fernando St

City/State/Zip Manteo, NC 27954

Email staceyjharris333@gmail.com

Personal Phone (919)930-5516

Business Phone

Business Address

Occupation Shop Owner

Dare County YES

Resident NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background Attended University of Miami and majored in Sociology. Received Bachelor's degree from Thomas Edison State College in Liberal Arts. Began working towards a Master's in Library Science at NCCU. Will resume classes in the Fall.

Business and civic experience and skills I was a preschool teacher for twenty years. In 2019, I had the opportunity to purchase a dog walking/pet sitting company. I employed 26 contractors and had a client base of 900. I successfully navigated the company through covid keeping all contractors employed due to strong client relationships, advertising, and creative scheduling and new services. Volunteering consists of Meals on Wheels, Island Farm, Inter-Faith Food Shuttle, Dare County events

Other boards, Committees, Commissions on which you presently serve I am currently not on any boards.

REFERENCE #1

Name Melissa Lage

Business Bull City Pet Sitting

Address 1821 Hillendale Rd. Suite 1B Durham, NC 27705

Phone (919)599-5165

REFERENCE #2

Name Dr. Linda Bissonet

Business

Address

Phone (413)544-1097

REFERENCE #3

Name Aubrey Stevens

Business

Address

Phone (919)637-7220

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Stacey Cheshire

Date 2/20/2023



Rodanthe-Waves-Salvo Community Center

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

June, 2024

RODANTHE-WAVES-SALVO COMMUNITY CENTER

(Three Year Term)

The terms for the following members expire this month:

Susan Gray

(Current Term 06//21-6/24)

J.W. Kierzkowski

(Current Term 06/21-06/24)

Both members would like to be reappointed.

Applications on file:

Laurie Amatucci

Marcelo Perini

Jason Walsh

Other Members:

See attached list

RODANTHE-WAVES-SALVO COMMUNITY CENTER

(Three year Term)

This Board operates and maintains the Rodanthe, Waves, Salvo Community Center facility and amenities for the use and benefit of all members of the villages.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Susan Gray P.O. Box 135 Rodanthe, NC 27968 252-987-2502	6-24	Apptd. 6/00 Reapptd. 6/03,06,09,12,15,18 21
Cheryl Blankenship 238 NC Hwy 12 Rodanthe, NC 27968 252-449-8122	6-25	Apptd. 3/21; 5/22
J.W. Kierzkowski, Ch. P.O. Box 55 Salvo, NC 27972 252-987-2218	6-24	Apptd. 6/88 Reapptd. 90,92,94,97,00,03 06,09,12,15,18, 21
Jason Brian Heilig 24229 Sea Sound Road PO Box 156 Rodanthe, NC 27968 252-599-2340 (H) 252-987-2412 (O) rodanthesurfshop@gmail.com	11-24	Apptd. 11/18 Reapptd. 10/21
Roberta Midgett P.O. Box 38 Salvo, NC 27972 473-8226 (H) 995-7646 (O)	11-24	Apptd. 9-09 Reapptd. 11-09,12,15,18, 21

NOTES:

MEETING DATE: AS NEEDED

Claude Howard replaced Don Edwards 2/92
Joey O'Neal replaced James Shimpach 6/93
Joey Midgett replaced Rudy Gray 6/94
Terms were changed to 3 years in 6/96
Ken Wenberg replaced Joey Midgett 6/97
Susan Gray replaced Ken Wenberg 6/00.
Roberta Midgett filled unexpired term of Claude Howard 9/09.
Stephen Ryan replaced Lovie Midgett 11/12
Jason Brian Heilig replaced Stephen Ryan 11/18
Joey O'Neal reappointed 6/19
Cheryl Blankenship apptd. to fill unexpired term of Joey O'Neal 3/21
Jason Heilig and Roberta Midgett reappointed 10/21
Cheryl Blankenship got reappointed. 5/22

REVISED 5/22



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Rodanthe, Waves, Salvo Community Center Board

2nd Choice

3rd Choice

Name Laurie Amatucci

Address 26151 Otter Way

City/State/Zip Salvo

Email amatuccilaurie@gmail.com

Personal Phone 4434786105

Business Phone

Business Address

Occupation Retired

Dare County YES

Resident NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background Graduated Parkville Senior High School in Parkville, MD in 1971 and attended Georgetown University in Washington DC.

Business and civic experience and skills My professional background is in International Transportation Logistics and Sales. With my husband, I also created a non-profit in Baltimore, MD and handled all the marketing, events, promotion and accounting for same. I also served as an election judge for the Baltimore County Board of Elections.

Other boards, Committees, Commissions on which you presently serve I am currently serving on the Board of the Outer Banks SPCA and have also served as their president for the last two years. I am also currently serving as an election judge for the Chicamacomico precinct. We moved to Salvo five and one half years ago and have been involved in the community since day one.

REFERENCE #1

Name Rob Ross

Business Dare County Commissioner

Address 954 Marshall C. Collins Drive Manteo, NC 27954

Phone 2522166869

REFERENCE #2

Name Laurel Ann Hart
Business First Bank
Address 209 W Amberjack Ct Nags Head, NC 27959
Phone 7576814642

REFERENCE #3

Name Debra Johnson
Business Poodles & Bob Owner
Address 406 Wingina Street Manteo, NC. 27954
Phone 2522167899

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

A rectangular box containing a handwritten signature in cursive script that reads "Laurie Amatucci".

Date 5/3/2024



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Rodanthe, Waves, Salvo Community Center Board

2nd Choice

3rd Choice

Name Marcelo Perini

Address PO Box 565

City/State/Zip Rodanthe, NC 27968

Email f1chello777@gmail.com

Personal Phone (864)395-9455

Business Phone

Business Address

Occupation Retired

Dare County Resident YES

NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background BS and MS in Mechanical Engineering at Syracuse University, 1984, 1989.

Business and civic experience and skills Michelin Tire Corp, Research Engineer, Test driver, Formula One Test and Race Engineer, Tire Designer, 1989 – 2022, Greenville, SC, Clermont-Ferrand, France, Rio de Janeiro, Brazil, Working in Teams to find best design solution, completing complex design projects on time and on budget, Technical, On Hands, Good with People. Civic Experience includes Church Youth Group Leader, Greenville, SC, and Coach of my Children's sports teams

Other boards, Committees, Commissions on which you presently serve I serve as the unofficial leader for our neighborhood's (Park rd. and Ocean St., Salvo) Road Maintenance Project and Petition to the state to assume road maintenance. Minister of Holy Communion at Our lady of the Seas Catholic Church, Buxton, NC

REFERENCE #1

Name John Griffen

Business Retired

Address 26205 Bosun St, Salvo, NC 27972; PO Box 382, Rodanthe, NC 27968

Phone (252)423-8107

REFERENCE #2

Name Tony Marconi

Business Michelin Tweel VP and GM

Address 245 Riverstone Way, Greer, SC 29651

Phone (864)363-6386

REFERENCE #3

Name Jason Walsh

Business Kiteopia lodging

Address 24332 NC Hwy 12, PO Box 779, Rodanthe, NC 27968

Phone (302)932-9340

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.



Marcelo Perini

Date 5/6/2024



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Rodanthe, Waves, Salvo Community Center Board

2nd Choice

3rd Choice

Name Jason Walsh

Address 24332 NC 12 HWY

City/State/Zip Rodanthe NC 27968

Email Jasontwalsh@gmail.com

Personal Phone 3029329340

Business Phone 3029329340

Business Address 24332 NC 12 HWY, Rodanthe NC 27968

Occupation Hospitality

Dare County Resident YES

NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background I graduated Arizona State University with a BS in Finance. Additionally, I completed the curriculum for the school of mortgage banking as well as the NADA Academy.

Business and civic experience and skills Prior to moving here, I was CEO of a five car and one motorcycle dealership group, managing 450 people, 21 properties and a gross revenue of \$300 million. Prior to that I worked in leadership for midsize companies in healthcare marketing and the secondary mortgage fields. I have also been self employed as a consultant, and property developer. I was VP of the HOA where I lived when we became a historic building and did a major exterior renovation.

Other boards, Committees, Commissions on which you presently serve I am not currently on an boards, but volunteer as Surfman #8 for the Life saving re-enactment drill at Chicamacomico Lifesaving Station. I also provide them with IT and marketing/retail support.

REFERENCE #1

Name John Griffin

Business Chicamacomico Life Saving Station - Executive Director

Address 26205 Bosun St, Salvo NC 27959

Phone 2524238107

REFERENCE #2

Name Amanda Borthwick
Business Price Automotive Group - VP Human Resources
Address 430 Blackbird Forest Rd., Smyrna DE 19977
Phone 3025985618

REFERENCE #3

Name Troy Gunden
Business Herr's Foods, Inc - President
Address 1525 Elk Forest Rd., Elkton MD 21921
Phone 6108063804

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

A rectangular box containing a handwritten signature in cursive script that reads "Jason Walsh".

Date 5/3/2024



Upcoming Board Appointments

Description

The Dare County Board of Commissioners welcomes citizen participation on its many Boards and Committees.

Following is a list of the Boards and Committees that have terms expiring during the next 3 months. The list indicates when the item will be presented to the County Commissioners and any requirements that may pertain to the appointment.

Instructions on how to obtain and submit an application are attached along with additional information about each of the Boards and Committees with upcoming term appointments.

Board Action Requested

None

Item Presenter

Robert Outten, County Manager

Upcoming Board & Committee Appointments

The Dare County Board of Commissioners welcomes citizen participation on advisory boards and committees. This type of grassroots public involvement is the foundation of democracy and a vital part of maintaining Dare County as a quality place to live.

Following is a list of Boards and Committees with terms expiring during the next three months.

Information on how to obtain and submit applications follows the list.

There are also several boards with vacancies. Please check the website.

July 2024

East Lake Community Center Board – 1 term expiring
Game and Wildlife Commission – 4 terms expiring
Older Adult Services Board – 1 term expiring
Parks and Recreation Advisory Council - 8 terms expiring
Wanchese Community Center Board – 2 terms expiring

August 2024

A.B.C. Board – 2 terms expiring
Parks and Recreation Advisory Council – 1 term expiring
Virginia S. Tillett Community Center Advisory Board – 4 terms expiring

September 2024

Albemarle Region Resource Conservation and Development Council - (1 Term Expiring)
Health & Human Services Board – 4 terms expiring

~~~~~Instructions for Obtaining and Submitting Applications~~~~~

An application must be submitted to the Clerk in order for your name to be considered for a board or committee appointment. Applications are kept on file for three years.

The application form is available on the Dare County website

(Please see Board of Commissioners under Advisory Boards and Committees for link)

Skyler Foley, Clerk to the Board at 252-475-5700



Commissioners' Business & Manager's/Attorney's Business

Description

Remarks and items to be presented by Commissioners and the County Manager.

Board Action Requested

Consider items presented

Item Presenter

Robert Outten, County Manager



Closed Session

Description

Closed Session pursuant to:
NCGS 143-318.11(a)(5) to instruct the County staff, or negotiating agents, concerning the position to be taken by or on behalf of the County in negotiating the price and other material terms of a contract, or proposed contract, for the acquisition of real property and to approve the minutes of the last Closed Session.

Board Action Requested

Approve Closed Session

Item Presenter

Robert Outten, County Manager